

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ➔		RATING DO-	PAGE OF PAGES 1   133
2. CONTRACT NUMBER	3. SOLICITATION NUMBER <b>DTRS57-02-R-20011</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED March 15, 2002	6. REQUISITION/PURCHASE NO. 25-3166
7. ISSUED BY U.S. DOT/RSPA/Volpe National Transportation Systems Center Attn: Ms. Donna Brickley, Mail Stop DTS-853 55 Broadway, Kendall Square Cambridge, MA 02142-1093		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and \* copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in \*\* until 2:00 p.m. local time May 1, 2002. \*See Section L, Paragraph L.5.H \*\*See Block 7

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION ➔ CALL:	A. NAME  DONNA BRICKLEY	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE 617	NUMBER 494-3661	EXT.	Brickley@volpe.dot.gov

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**OFFER (Must be fully completed by Offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➔	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➔
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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STANDARD FORM 33 (Rev. 9-97)  
Prescribed by GSA – FAR (48 CFR) 53.214(c)

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**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 SCOPE OF WORK**

The Contractor shall provide the management and personnel, and except as otherwise provided, the equipment, materials, and services necessary to accomplish the requirements set forth in Section C, Statement of Work, of this contract.

**B.2 CONTRACT TYPE**

The following contract types apply to this contract, as determined by the individual Contract Line Items:

<b>Contract Line Item Number (CLIN)</b>	<b>Applicable Contract Type</b>
0001	Firm Fixed Price (FFP)
0002	Cost-Plus-Award-Fee (CPAF)
0003	Cost-Plus-Award-Fee (CPAF)
0004	Cost-Plus-Award-Fee (CPAF)

<b>CLIN</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
0001	Contract Transition per Paragraph C.2 of the Statement of Work	1	JOB	Firm Fixed Price	_____

0002	Contract Management and Administration, per Paragraph C.3 of the Statement of Work			Not Separately Priced (NSP)	
0002AA	Contract Management and Administration for Base Period, Contract Year 1	1	JOB	Est. Cost Award Fee Total CPAF	_____ _____ _____
0002AB	Contract Management and Administration for Base Period, Contract Year 2	1	JOB	Est. Cost Award Fee Total CPAF	_____ _____ _____
0002AC	CONTRACT OPTION 1 Contract Management and Administration, Contract Year 3	1	JOB	Est. Cost Award Fee Total CPAF	_____ _____ _____
0002AD	CONTRACT OPTION 2 Contract Management and Administration, Contract Year 4	1	JOB	Est. Cost Award Fee Total CPAF	_____ _____ _____
0002AE	CONTRACT OPTION 3 Contract Management and Administration, Contract Year 5	1	JOB	Est. Cost Award Fee Total CPAF	_____ _____ _____

CLIN	Supplies/Services	Quantity	Unit	Unit Price	Amount
0003	Integrated Communications and Information Services per Paragraph C.4 of the Statement of Work			NSP	
0003AA	Integrated Communications and Information Services for Base Period, Contract Year 1	1	LOT	Est. Cost Award Fee Total CPAF	  
0003AB	Integrated Communications and Information Services for Base Period, Contract Year 2	1	LOT	Est. Cost Award Fee Total CPAF	  
0003AC	CONTRACT OPTION 1 Integrated Communications and Information Services, Contract Year 3	1	LOT	Est. Cost Award Fee Total CPAF	  
0003AD	CONTRACT OPTION 2 Integrated Communications and Information Services, Contract Year 4	1	LOT	Est. Cost Award Fee Total CPAF	  
0003AE	CONTRACT OPTION 3 Integrated Communications and Information Services, Contract Year 5	1	LOT	Est. Cost Award Fee Total CPAF	  

CLIN	Supplies/Services	Quantity	Unit	Unit Price	Amount
0004	Production Services per Paragraph C.5 of the Statement of Work			NSP	
0004AA	Production Services for Base Period, Contract Year 1	1	LOT	Est. Cost Award Fee Total CPAF	  
0004AB	Production Services for Base Period, Contract Year 2	1	LOT	Est. Cost Award Fee Total CPAF	  
0004AC	CONTRACT OPTION 1 Production Services, Contract Year 3	1	LOT	Est. Cost Award Fee Total CPAF	  
0004AD	CONTRACT OPTION 2 Production Services, Contract Year 4	1	LOT	Est. Cost Award Fee Total CPAF	  
0004AE	CONTRACT OPTION 3 Production Services, Contract Year 5	1	LOT	Est. Cost Award Fee Total CPAF	  

NOTE: Refer to Section I, TAR Clauses 1252.216-71, 1252.216-72, 1252.216.73, and Section J, Attachment J.1 - Performance Evaluation Plan, for explanation of the award fee determination and payment.

## **SECTION C - STATEMENT OF WORK**

### **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

#### **C.1. GENERAL INFORMATION**

##### **C.1.A. INTRODUCTION**

This contract shall provide on-site direct technical support to all elements of the Volpe National Transportation Systems Center (Volpe Center), providing services in the areas of writing and editing, graphics, multimedia/audio-visual, conference planning and logistics, and production.

##### **C.1.B. SUMMARY WORK STATEMENT**

The Volpe Center is an organization within the Research and Special Programs Administration of the U.S. Department of Transportation (DOT). The Volpe Center, in partnership with sponsoring organizations, provides a broad range of technical research, analysis, and development services to the DOT and other Federal agencies in support of their transportation and logistics-related missions. The Volpe Center is directly funded by sponsoring organizations and, therefore, is responsive to market forces. The Volpe Center performs its role in an environment that demands entrepreneurial initiative to seek out project opportunities and an ability to quickly respond to new and changing sponsor requirements.

The portfolio of approximately 400 projects performed for sponsors varies in number, scope, and substance over the course of any year. The Volpe Center's staffing strategy uses a combination of Federal and Contractor employees to meet the broad range and quantity of skills needed to support projects. Through on-site technical support contracts and other contracts, the Volpe Center can efficiently respond to uncertain, long-range requirements of these technical programs by having the capability to easily access professional and technical personnel.

This requirement for an on-site dedicated team has existed for all of the Volpe Center's 30-year history. This requirement is currently being met through the Institutional Information Support Services (IISS) Contract No. DTRS57-99-C-00004 that was awarded competitively under the Small Business Administration's 8(a) Program.

##### **C.1.C. SCOPE**

The objective of this contract is to provide a labor pool of professionals capable of providing technical support to all elements of the Volpe Center's programmatic requirements. Due to the changing nature of the extensive portfolio of projects, this workforce must be easily accessible and flexible. It must be readily responsive to changing customer requirements and quickly provide the specific technical capabilities that will enable the Volpe Center to take advantage of opportunities for new work. This contract must also be managed so that the workforce can be scaled up or down in accordance with changing project requirements.

#### **C.2 TRANSITION (CLIN 0001)**

This requirement is for the transition from the existing on-site IISS contract to this contract. The Contractor shall perform on a fixed-price basis the necessary tasks during the transition period to ensure the Contractor can achieve satisfactory performance on the first day of the base period.



DELIVERABLES:**TRANSITION PLAN**

Within two weeks after contract award, the Contractor shall provide to the Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR) a written Transition Plan covering the following:

- (1) Key transition personnel;
- (2) Schedule of activities;
- (3) Understanding of current workload and milestones;
- (4) Plan for minimizing disruption to ongoing tasks;
- (5) Plan for staffing projects;
- (6) Communications with key stakeholders; e.g., incumbent staff, COTR, CO, and Volpe Center work order initiators;
- (7) User Accountability System (UAS) operation; and
- (8) Understanding of and systems for tracking cost recovery.

Successful Contractor performance of this function shall be evaluated using the following criteria:

- (1) Lack of disruption to ongoing work;
- (2) Adequate staffing of projects;
- (3) Timely and effective communications with key stakeholders regarding transition issues;
- (4) Timely and accurate UAS records and files; and
- (5) Timely and accurate tracking of cost recovery.

**POSITION SENSITIVITY DOCUMENTATION**

Within 10 days of contract award, the Contractor shall provide the documentation necessary for the Government to obtain background checks as follows:

Position	Risk Level	Background Check	Required Documents
Program Manager	Moderate	National Agency Check with Inquiry	SF 85P
All Others	Low	Fingerprinting	FD-258

Required forms shall be obtained from the Volpe Center Security Officer.

**C.3 CONTRACT MANAGEMENT AND ADMINISTRATION (CLIN 0002)**

Contract Management and Administration shall be performed on a cost-plus-award fee-basis. Award fee will be determined in accordance with the Performance Evaluation Plan included in Section J, Attachment J.1.

**C.3.A. CONTRACT MANAGEMENT**

This requirement is for overall management of the work to be performed under this contract. The Contractor shall provide effective planning, management, quality control, direction, and supervision of the work activities involved and the personnel performing them. The Contractor shall provide a management structure capable of performing the necessary technical and administrative management functions required for effective contract performance.

## **1. CONTRACT LEADERSHIP**

The Contractor is responsible for overall operations and for developing a management structure to properly deliver the full range of services to be provided under this contract. The Contractor's Program Manager serves on site as the point of contact between appropriate Volpe Center personnel and Contractor personnel in both technical and business matters. The Contractor shall clearly establish an organizational and supervisory structure subordinate to the Program Manager.

The Contractor shall be responsible for supervising its staff and for assuring technical excellence in all work performed in support of Volpe Center projects. The Contractor shall provide an on-site Service Center where work order initiators can submit service requests for work to be performed under this contract. The Contractor shall ensure that work performed and products or services delivered are in strict accordance with the specifications or requirements of the work orders authorizing them, are delivered on schedule, and are accomplished effectively and economically. The Contractor shall provide the work order initiator with complete and accurate cost estimates and shall adhere to approved budgets.

The Contractor shall communicate effectively to ensure that all work orders are being performed with a high level of quality, and are within the schedule and cost that is consistent with the expectations of the Volpe Center work order initiators. The Contractor shall provide project management planning and establish processes for coordinating the activities and results of multi-disciplinary teams.

The Contractor shall develop and maintain a central archive of writing and editing and graphics products in electronic format, and multimedia outputs (e.g., videos, compact disks) completed in performance of this contract. This archive shall be categorized and retrievable by Volpe Center sponsor, work order initiator, work order number, accounting funding sources, and subject matter. The archive shall be turned over to the Government at the expiration of the contract.

### **DELIVERABLE:**

#### **PROJECT SUMMARY REPORT**

A full set of summary status reports shall be submitted in electronic format in accordance with guidelines detailed in Section J, Attachment J.2 - Electronic Submission Requirements, to the COTR on a monthly basis in accordance with the procedures contained in Section J, Attachment J.3. – Project Summary Reports. An oral presentation pertaining to work being performed under this contract and based upon the Project Summary Reports shall be given twice yearly to the COTR.

## **2. PROJECT STAFFING**

The Contractor shall maintain the necessary staffing level and labor mix to meet the requirements set forth in Section C and be flexible enough to respond to shifts in program emphasis and direction with minimal downtime. The Contractor shall acquire an understanding of the nature of Volpe Center project staffing requirements and shall commit resources as necessary to support Volpe Center projects.

The Contractor shall ensure that all work orders are adequately staffed with appropriately skilled professionals and that staff turnover is managed with minimal disruption to the task effort. At the same time, the Contractor shall ensure optimal utilization of its staff members by planning for staff transition from one work order to another with minimal downtime.

The Contractor shall ensure that all Volpe Center requirements are met with sufficiently qualified staff. The Contractor shall carry out regular evaluations of staff performance, hire and discharge staff as necessary, arrange for appropriate staff training, and fulfill such other organizational development and human resource functions as necessary to maintain a highly qualified and motivated workforce to support Volpe Center work orders.

DELIVERABLE:

STAFFING REPORT

On a monthly basis, a staffing report shall be submitted to the COTR in electronic format in accordance with guidelines detailed in Section J, Attachment J.2 - Electronic Submission Requirements. The report shall include the names of all employees working under this contract, office location, job title, labor category, and UAS labor rate.

**3. CONTRACT COST CONTROL**

This contract is funded through cost recovery from users of the technical labor. The Contractor shall provide data and methodologies for estimating annual costs, demand for labor, and rate setting for labor categories. The Contractor shall track cost recovery, analyze cost and labor utilization variances, and report to the COTR at the end of fiscal quarters one and two and monthly through fiscal quarters three and four on projected under/over recovery. More frequent estimates may be required in the last two months of the fiscal year. The Contractor is required to manage Contractor costs effectively so that all costs involved in the operation of this contract are recovered through UAS labor rates and other direct costs (ODCs) in a fiscal year.

The Contractor will be provided one or more accounts for all activities covered by Section C.3, and for activities covered by Sections C.4 and C.5 that are not appropriately charged as direct project labor (e.g., downtime, training, all-employee meetings). This account will be established by the COTR at the beginning of each fiscal year and will be based on the Contractor's proposed costs for these functions, as adjusted for realism. All activities and time charged to these accounts shall be in accordance with the Contract Management and Administration Plan developed by the Contractor and approved by the COTR at the beginning of each fiscal year. Deviations from the plan shall have prior approval from the COTR.

The Contractor shall track actual and projected account expenditures for these accounts and report to the COTR at the end of fiscal quarters one and two and monthly through fiscal quarters three and four on projected under/overspending. More frequent estimates may be required in the last two months of the fiscal year.

DELIVERABLE:

CONTRACT MANAGEMENT AND ADMINISTRATION PLAN

Prior to the start of each fiscal year, a Contract Management and Administration Plan shall be submitted to the COTR in electronic format in accordance with guidelines detailed in Section J, Attachment J.2 - Electronic Submission Requirements. The plan shall detail activities to be charged to the Management and Administration accounts in accordance with Section C.3, and activities covered by Sections C.4 and C.5 that are not appropriately charged as direct project labor (e.g., downtime, training, all-employee meetings). The plan shall propose an estimated number of hours and dollars to be allocated to the account for the fiscal year and their intended purpose.

### **C.3.B. CONTRACT ADMINISTRATION**

#### **1. CONTRACTING OPERATIONS**

In support of this function, the Contractor's Program Manager shall serve on site as the single primary interface with the Government on all contract-related matters. The Contractor shall prepare and submit contract modification proposals, invoices, and company correspondence; provide appropriate interface with Contractor corporate offices; prepare advance notifications to the Government as called for under the contract; prepare subcontracting consent requests; and negotiate, execute, and administer subcontracts.

All work performed by the Contractor shall be in the form of approved work orders. The Contractor shall maintain a work order cost accounting system that will accumulate costs incurred for each work order. Labor hours will be identified by skill category. In submitting its vouchers/invoices for payment of costs incurred, the Contractor shall segregate labor hours and all other cost elements for the current billing period, from the beginning of the current contract year and cumulatively from the inception of the contract. Further guidance on billing is provided in Section J, Attachment J.4 - Billing Instructions and Procedures for Contractor.

#### **2. WORK ORDER INITIATION AND CONTROL**

The Volpe Center manages its project work through the work order system, as described in Section J, Attachment J.5 – Work Order System Procedures. For every work request received, the Contractor shall produce a work order with appropriate authorizations and funding certifications, and if applicable detailed specifications.

The Contractor shall provide an on-site Service Center where work order initiators can submit service requests for work to be performed under this contract. The Contractor shall establish an efficient and effective Service Center that assures immediate processing and prompt certification of all work orders. The Contractor shall assure appropriate certification of all work orders and tracking of work orders from receipt to completion. The Service Center shall be staffed from 7 a.m. to 6 p.m. on days the Volpe Center is open. On a quarterly basis, the Contractor shall provide to the COTR the production and services statistics from the Service Center in accordance with guidelines detailed in Section J, Attachment J.2 - Electronic Submission Requirements.

The Contractor shall maintain a complete central file of all approved work orders issued that shall be made available for Government review whenever requested by the CO and/or the COTR. The central file with all work orders issued during the period of performance of the contract shall be turned over to the Government at the expiration of the contract.

The Contractor shall ensure that charges against approved work orders do not exceed authorized funding levels. The Contractor shall issue appropriate notification to the Volpe Center work order initiators on each work order valued at or over \$5,000, approaching 75 percent funding limits. (Note: Notification to work order initiators under this clause does not relieve the Contractor of its responsibility to notify the CO under the Limitation of Costs or Funds Clauses incorporated in Section I of this contract.)

DELIVERABLE:

**WORK ORDER SPECIFICATIONS**

The Contractor shall prepare a work order with appropriate authorizations and funding certifications for all work performed under the contract. The Contractor shall develop detailed work order specifications for work orders equal to or over \$10,000. The work order specifications will follow the guidelines of the work order system. Specifications may be modified by the COTR and/or the work order initiator (for a specific task).

**3. FUNDS CONTROL AND ACCOUNTABILITY**

The Volpe Center's Resource Planning and Management Analysis Division, DTS-25, will manage the operation of an automated UAS for identification and reporting of all resources planned and expended against work orders issued under the work order system. The Contractor shall ensure that its work order system interfaces with the Volpe Center's UAS, as described in Section J, Attachment J.6 – User Accountability System Formats and Reports. The Contractor shall provide the necessary UAS input files for processing on a weekly basis in accordance with the specifications provided by the Volpe Center UAS System Manager.

The Contractor shall reconcile all invoiced costs for labor and ODCs, including travel, with the UAS. This will coincide with preparation and verification of the UAS input files, preparation of monthly labor delivery reports, reconciliation of Contractor and subcontractor timecards, and reconciliation of ODCs with the UAS.

DELIVERABLE:

**CONTRACT LABOR REPORTS**

On a monthly basis, the Contractor shall submit to the COTR a detailed labor-delivered report reflecting current (coinciding with UAS cycles) and year-to-date utilization of resources expended under the contract for both prime and subcontractor support. The report shall be submitted in electronic format in accordance with guidelines detailed in Section J, Attachment J.2 - Electronic Submission Requirements. The report shall address each contract category (i.e., writing and editing, graphics, multimedia/audio-visual, and conference planning and logistics, and production) and shall include the following information:

- (1) Direct, recoverable labor hours delivered and direct labor cost;
- (2) Non-direct, non-recoverable labor hours delivered and labor cost segregated by downtime, administration, management, and other;
- (3) Other direct costs incurred by the contract; and
- (4) Highlights and major events occurring during the reporting period.

**4. ADMINISTRATIVE SUPPORT AND FACILITIES MANAGEMENT**

The Contractor shall provide administrative support and services essential to overall contract and project performance. These functions include, but are not limited to, management of network support requests, travel arrangements, property management, position sensitivity classifications, employee entrance/exit processing, shipping and receiving, and acquisition of equipment and supplies.

The Contractor shall ensure that proper and adequate facility and telecommunications services are provided for its staff and that adequate cost and accounting information is available to the Government. These services include, but are not limited to, allocation and oversight of Volpe Center space, acquisition and management of telecommunications devices and services necessary to perform under this contract (e.g., cell phones, pagers), oversight of use of telecommunications equipment, and managing requests for changes in space or telecommunications, including obtaining proper authorization from the COTR. All telecommunication devices and services shall be used for official business only.

#### DELIVERABLES:

##### TELECOMMUNICATIONS REPORT

On a quarterly basis, the Contractor shall provide to the COTR a telecommunications report listing all employees under the contract who have been provided with telecommunications devices, including Contractor-provided cell phones and pagers and their telephone numbers. The report shall be submitted in electronic format in accordance with guidelines detailed in Section J, Attachment J.2 - Electronic Submission Requirements.

##### PROPERTY REPORTS

At the beginning of the contract, the Contractor will be provided with a master schedule of all property turned over to its control. On an annual basis, the Contractor shall submit a revised master property schedule (e.g., additions, deletions) to the CO and the COTR.

#### **C.4 INTEGRATED COMMUNICATIONS AND INFORMATION SERVICES (CLIN 0003)**

This requirement is to provide integrated communications and information services to support a variety of Volpe Center functions and transportation and logistics projects on a cost-plus-award fee basis. Award fee will be determined in accordance with the Performance Evaluation Plan included in Section J, Attachment J.1. Estimated workloads by functional area are provided in Section J, Attachment J.10. - Estimated Annual Volumes.

##### **C.4.A. WRITING AND EDITING**

The Contractor shall provide business and technical writing and editing services to support Volpe Center projects and programs. The majority of writing and editing services necessitate on-site performance; however, the nature of some services may permit performance off site (e.g., translation services).

The Volpe Center supports and typically utilizes Microsoft Office Suite products; projects may necessitate knowledge and use of other software packages, including Macintosh, WordPerfect, Corel, and others as appropriate.

Writing and Editing Services: The Volpe Center produces a wide variety of written products in support of its projects and programs; for example:

- Interim and final reports
- Journal articles
- Reference and training manuals
- User guides

- Scripts for videos or presentations
- Newsletters and brochures
- Web site text

The Contractor shall prepare original written products to support project requirements and editing services to support the production of final written and/or web products from text generated by others. Writing and editing will be in English and will require a full command of the language and grammar as well as an understanding of transportation and technical terminology, familiarity with Federal Government terminology, and knowledge of industry best practices for the production of written products. The Contractor shall have familiarity with the Government Printing Office (GPO) Style Manual, and other recognized style guides and applicable specifications and standards.

Translation Services: On occasion, the Contractor will be asked to provide translation services for business and technical documents. Translations may be from a foreign language into English and/or from English into a foreign language.

#### **C.4.B. GRAPHICS**

The Contractor shall provide graphic arts design and production services to support Volpe Center projects and programs. The majority of graphics services necessitate on-site performance; however, the nature of some infrequent services may permit performance off site.

The Government shall furnish equipment and software necessary to provide and produce graphic arts design and production services. These services typically include but are not limited to:

- Electronic/desktop publishing
- Graphics design
- Computer-aided design and drafting
- Technical illustration
- Multimedia design

The Contractor shall design and produce graphics for a wide variety of products, including but not limited to:

- Printed material
- Projected visuals
- Exhibit and display components
- Multimedia presentations
- Video titling and transitions
- Design of world wide web pages
- Animated sequences

Graphics are generally produced using computer application software. The Contractor shall maintain familiarity with the DOT Graphics Standard Manual. The Contractor shall also maintain familiarity with computer graphics software and hardware being used by work order initiators in order to originate figures and convert work order initiator-supplied electronic graphic files into formats that can be modified and/or integrated into electronic documents using electronic publishing systems.

#### **C.4.C. MULTIMEDIA/AUDIO-VISUAL**

The Contractor shall provide studio and location photography, digital photography, videography, video production, post production, and audio-visual (including meeting, conference, and video conferencing) support. The Contractor shall provide, when required, off-site photographic laboratory and video production capabilities. The Contractor shall provide support to satellite downlinks, teleconferencing, video conferencing and distance learning activities.

The majority of multimedia/audio-visual services shall be conducted on site. These services typically include but are not limited to:

- Location and studio photography: color, black and white, and digital
- Videography, videotaping, and video production
- Mounting, framing, and matting of photo and graphic prints and certificates
- Coordination and support of outside photographic services
- Meeting facilities and equipment support
- Equipment consultation and support
- Satellite down link, teleconferencing, video conferencing and distance learning support
- Compact disk (CD) production

#### **C.4.D. CONFERENCE PLANNING AND LOGISTICS**

The Contractor shall plan, organize, execute, and/or record conferences, meetings, or symposia. Conferences range in size from 20 to 400 attendees and are for periods of several hours to several days. The typical conference lasts one day and has 50 attendees. Conference planning will be performed on site at the Volpe Center. Logistics support shall be performed at the meeting/conference location. This support may require significant travel and may require coordination with Volpe Center staff, other Contractors, and conference facility personnel to arrange conferences, meetings, workshops, etc.

Conference planning and logistics services typically include but are not limited to:

- Planning, scheduling, managing and cost estimation
- Development and maintenance of mailing lists
- Selection and provision of conference facilities and meeting rooms
- Provision and coordination of audio-visual, transcription, and other required support
- Development of conference literature or graphics, including programs, signs, photography, name badges, and specialty items such as abstracts
- Preparation and distribution of invitations and registration packages
- Preparation of advertising, transportation and lodging, and other logistics
- Processing of participant registrations
- Preparing minutes and/or proceedings for final publication

#### **C.5 PRODUCTION SERVICES (CLIN 0004)**

The Contractor shall provide color and black and white reproduction services and the associated binding and distribution services. Color reproduction services shall include the ability to create color copies from black and white copies. Because the Volpe Center is a customer-focused organization, the Contractor must have the ability to provide such services quickly and efficiently and adjust to changing workflows and customer priorities. Incoming jobs may be in hard copy, network electronic files, or removable



electronic media such as floppy or optical disks. Frequently, production services are required on a “rush” basis when results are needed within a day or sometimes within a few hours.

The Contractor shall provide services to produce a wide variety of black and white and color products, including but not limited to:

- Technical reports and papers
- Overheads and handouts
- Brochures
- Posters and banners
- Engineering drawings
- Maps
- Certificates
- Name plates and signage

The Contractor shall provide advice to customers on reproduction, binding, publication and distribution options, their associated pros and cons, and estimated costs. The Contractor shall arrange for documents to be printed through the GPO and shall serve as the Volpe Center’s GPO liaison. All printing and work shall be accomplished in conformance with Title 44, United States Codes, regulations of the U.S. Government’s Joint Committee on Printing (JCP), applicable provisions of appropriation acts, and applicable regulations issued by the U.S. DOT, the GPO, the U.S. Postal Service, and with copyright laws. The Contractor shall maintain paper stocks that comply with JCP Paper Specification Standards and Executive Orders requiring the use of recycled fiber content.

Estimated workloads by functional area are provided in Section J, Attachment J.10.- Estimated Annual Volumes. The Government shall furnish convenience copiers and paper stocks for routine copying jobs of less than 1,000 pages.

## **C.6 SUPPORTING INFORMATION**

### **C.6.A SPECIALIZED SKILLS**

At the discretion of the Government, the Contractor may be required to supply unique and/or specialized state-of-the-art skills not available within the Contractor’s staff to perform specialized work within the technical scope of this Statement of Work.

### **C.6.B OFF-SITE SPACE**

At the discretion of the Government, the Contractor may be required to establish off-site operations either because of a Volpe Center space limitation or because of project requirements. In either case of an off-site operation, the Contractor shall ensure that the operation is fully integrated into the Volpe Center’s mode of operation in terms of user/customer interfaces, procedures for work order initiation, progress reporting, cost/resource reporting, and accountability. It will be the responsibility of the Contractor to acquire the necessary off-site office space, for which the Government, subject to the provisions of the contract, will reimburse the cost.

**C.6.C PARKING**

The Government will provide on-site parking spaces at the Volpe Center for 45 percent of the Contractor personnel at the time of contract award. These allocations are subject to change at the discretion of the Government.

**C.7 LEVEL OF EFFORT (Applicable to CLIN 0003 only)**

The anticipated level of effort (LOE)\* during the period from October 1, 2002, to September 30, 2007 (inclusive of options if exercised), is identified by functional area in the table below. However, depending on the Volpe Center's workload, the estimated LOE may be modified annually, either upward or downward, by no more than 20 percent of the previous year's total anticipated LOE.

The Contractor agrees that effort performed in fulfillment of LOE obligations under this contract shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace or work during lunchtime activities. If work is to be performed at an employee's residence or other non-work location, the COTR must be notified of the "telecommuting" status.

**LEVEL OF EFFORT BY CONTRACT YEAR (CY)\***

Contract Functional Area	CY1	CY2	CY3	CY4	CY5
Writing and Editing	10	10	10	10	10
Graphics	5	5	5	5	5
Multimedia/Audio-Visual	2	2	2	2	2
Conference Planning and Logistics	3	3	3	3	3
Total	20	20	20	20	20

\*LOE is expressed in labor years per year where one labor year equals 2,087 hours of productive direct labor (as defined in Section H.13).

## **SECTION D – PACKAGING AND MARKING**

### **D.1 MARKING (MAY 1999)**

All items submitted to the CO or the COTR shall be clearly marked as follows:

1. Name of Contractor;
2. Contract Number;
3. Work Order Number (If Applicable);
4. Description of Items contained therein;
5. Consignee's Name and Addresses; and
6. If applicable, packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

### **D.2 PRESERVATION AND PACKAGING**

Preservation, packing, and packaging of articles called for herein shall be in accordance with good commercial practices to assure delivery at destination.

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1 FAR CLAUSE 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulations: <http://www.arnet.gov/far>

Department of Transportation Acquisition Regulations: <http://www.dot.gov/ost/m60/>

### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER	TITLE	DATE
52.246-3	Inspection of Supplies-Cost-Reimbursement	APR 1984*
52.246-4	Inspection of Services-Fixed Price	AUG 1996**
52.246-5	Inspection of Services-Cost-Reimbursement	APR 1984*
52.246-15	Certificate of Conformance	APR 1984

\*Applicable to CLINs 0002, 0003, and 0004

\*\* Applicable to CLIN 0001

### **E.2 PLACES OF PERFORMANCE AND INSPECTION/ACCEPTANCE**

The place(s) of performance set forth in Section F are hereby designated as the places for final inspection and acceptance.

## **SECTION F – DELIVERIES OR PERFORMANCE**

### **F.1 FAR CLAUSE 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulations: <http://www.arnet.gov/far>

Department of Transportation Acquisition Regulations: <http://www.dot.gov/ost/m60/>

### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER	TITLE	DATE
52.242-15	Stop-Work Order (Alternate I (APR 1984)	Aug 1989

### **F.2 PERIOD OF PERFORMANCE**

This contract shall be for a maximum period of five (5) years following the contract transition period, commencing on or about August 15, 2002, as shown in the following table. Full performance will begin on or about October 1, 2002.

CONTRACT MANAGEMENT AND ADMINISTRATION, INTEGRATED COMMUNICATIONS AND INFORMATION SERVICES	
Transition	August 15, 2002 - September 30, 2002
Base Period, Contract Year One	October 1, 2002 - September 30, 2003
Base Period, Contract Year Two	October 1, 2003 - September 30, 2004
Contract Option 1, Contract Year 1	October 1, 2004 - September 30, 2005
Contract Option 2, Contract Year 2	October 1, 2005 - September 30, 2006
Contract Option 3, Contract Year 3	October 1, 2006 - September 30, 2007

### **F.3 TRANSITION PERIOD**

The transition period shall be for up to 45 calendar days immediately following contract award in accordance with the Contractor's transition plan negotiated with and accepted by the Government.

### **F.4 PLACE OF PERFORMANCE**

In most cases, the services to be delivered under this contract shall be provided at the following location:

DOT/RSPA/Volpe National Transportation Systems Center  
55 Broadway, Kendall Square  
Cambridge, MA 02142-1093

**F.5 DELIVERY SCHEDULES**

<b>Deliverable</b>	<b>Schedule</b>	<b>Deliver To Whom</b>
1. Transition Plan	Within 2 weeks after contract award (C.2)	CO/COTR
2. Position Sensitivity Documentation	Within 10 days of contract award (C.2)	CO
3. Project Summary Reports	Monthly by the tenth of each month (C.3.A.1)	COTR
4. Project Summary Presentations	Twice yearly as scheduled by COTR (C.3.A.1)	COTR
5. Staffing Reports	Monthly by the tenth of each month (C.3.A.2)	COTR
6. Cost Recovery Reports	Within 20 days after end of the Fiscal Year (FY) Quarter (Q) 1 & 2; within 20 days after each month of FY Q3 & 4; and as requested in FY months 11 & 12 (C.3.A.3)	COTR
7. Contract Management and Administration Account Reports	Within 20 days after end of FY Q1 & 2; within 20 days after each month of FY Q3 & 4; and as requested in FY months 11 & 12 (C.3.A.3)	COTR
8. Contract Management and Administration Plan	Prior to the start of each FY (C.3.A.3)	COTR
9. Work Order Specifications	As tasks are generated (C.3.B.2)	Work Order Initiator
10. Work Order Files	As files are generated (C.3.B.2)	CO/COTR upon request
11. Production and Services Statistics	Within 20 days after end of FY Q1, 2, 3 & 4 (C.3.B.2)	COTR
12. UAS Input Files	Weekly, files for previous week's activity (C.3.B.3)	UAS System Manager
13. Contract Labor Reports	Monthly by the tenth of each month (C.3.B.3)	COTR
14. Telecommunications Report	Quarterly 20 days after end of FY Q 1, 2, 3 & 4 (C.3.B.4)	COTR
15. Property Reports	Annually, within 30 days after the end of each FY (C.3.B.4)	CO/COTR
16. Work Order Deliverables	As provided for in each work order (J.3)	Work Order Initiator
17. Certificates of Insurance Policies	Within 10 days of contract award (H.2.)	CO
18. List of On-site Employees	As specified in H.3	CO/COTR
19. Designation of Safety Representative	Within 10 days of contract award (H.8)	CO

## SECTION G – CONTRACT ADMINISTRATION DATA

### G.1 FAR CLAUSE 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulations: <http://www.arnet.gov/far>

Department of Transportation Acquisition Regulations: <http://www.dot.gov/ost/m60/>

### DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATION (48 CHAPTER 12) CLAUSES

NUMBER	TITLE	DATE
1252.242-73	Contracting Officer's Technical Representative	Oct 1994

### G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (DEC 1998)

Contracting Officer: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

Administrative Contracting Officer: An Administrative Contracting Officer (ACO) may be designated by the CO. The duties of the ACO include, but are not limited to, analyzing and making recommendations on the Contractor's proposals, offers, or quotations upon request of the CO and approving the Contractor's invoices in accordance with the terms of the contract.

Contracting Officer's Technical Representative: A Contracting Officer's Technical Representative (COTR) will be designated by the CO. The responsibilities of the COTR include, but are not limited to, inspecting and monitoring the Contractor's work; determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned; and advising the CO of any factors which may cause delay in performance of work. The COTR does not have the authority to make new assignments or work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms.

Volpe Center Work Order Initiator: The CO may designate a Volpe Center Work Order Initiator. This technical representative will perform the technical oversight of individual work orders.

The CO, ACO, COTR, and Work Order Initiator are, unless otherwise indicated, located at the:

DOT/RSPA/Volpe National Transportation Systems Center  
55 Broadway, Kendall Square  
Cambridge, MA 02142-1093

### **G.3 INCREMENTAL FUNDING (Applicable to CLINs 0002, 0003, and 0004)**

Pursuant to FAR Clause 52.232-22 “Limitation of Funds” herein incorporated by reference, this contract will be incrementally funded. Modification(s) to the contract that obligates funding will include the following information:

- The current estimated Level-of-Effort and estimated cost;
- The amount allotted and obligated to the estimated cost; and
- The amount allotted and obligated for award fee.

The Limitation of Funds clause applies to the amount allotted to cover estimated costs only. The award fee will be payable in accordance with other clauses of the contract.

### **G.4 EXTENDED WORK WEEK AUTHORIZATION**

The Contractor shall submit all requests for an extended work week to the COTR for approval. All requests must be supported in writing by the appropriate work order initiator. Any request for an extended work week that would have an impact on estimated work order cost must be further supported by an authorized modification to the work order. (NOTE: This extended work week approval process does not replace or supersede the requirements of either FAR Clause 52.222-2 “Payment for Overtime Premiums” or FAR Clause 52.222-41 “Service Contract Act of 1965, as Amended,” both of which are contained in Section I of this contract.)



## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 CEILINGS (MAY 1999)**

For the purpose of performance of this contract, allowable and reimbursable indirect expenses will be limited to the indirect rate ceilings found in Section J, Attachment J.7 - Indirect Rate Ceilings, for the Contractor and the subcontractors listed therein. Billing rates shall be charged at actual costs up to those ceilings. In the event that final indirect rates are lower than these ceiling rates, the final rates shall apply. This provision in no way alters the provision of the clause entitled "Limitation of Funds."

### **H.2 INSURANCE**

The Contractor shall comply with Section I, FAR Clauses 52.228-5 "Insurance –Work on a Government Installation" and 52.227-7 "Insurance-Liability to Third Persons." The Contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below. Such insurance is to specifically include liability assumed by the Contractor under this contract. The Contractor is responsible for providing insurance of the following types and minimum amounts:

(a) Workers' Compensation and Employer's Liability as required to comply with applicable Federal and State workers' compensation and occupational disease statutes.

(b) General Liability

(1) Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) Property damage liability insurance coverage with a limit of not less than \$100,000 per occurrence.

(c) Automobile Liability. The Contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence property damage.

Each policy of insurance shall contain an endorsement that no cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change to the CO at least 30 calendar days prior to the aforementioned actions. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the CO's prior approval (See FAR Subpart 28.308(c)).

A Certificate of Insurance shall be submitted to the CO within ten (10) calendar days after notice of contract award certifying that the insurance policy includes at a minimum a 30 calendar day cancellation endorsement and the types and minimum amounts of insurance identified above. The insurance companies providing the insurance shall be satisfactory to the Government. Notices of any policy change shall be furnished to the CO.

### **H.3 SECURITY MEASURES ON THE VOLPE CENTER PREMISES**

Any work under this contract that is performed on site at the Volpe Center is subject to all the provisions of this contract governing the work and the Volpe Center security requirements in place.

The Contractor shall coordinate compliance with the COTR and is responsible for the following:

- (1) Ensuring that Contractor personnel follow the requirements of TAR 1252.237-70 Qualifications of Employees, the Volpe National Transportation Systems Center's Order 1680.1, and DOT Order 1630.2B. All positions are initially established at the sensitivity level of "low" risk, except the Program Manager who is "moderate" risk.
- (2) Ensuring that all Government Furnished Property (GFP) is subject to the Volpe Center's security requirements.
- (3) Obtaining items such as room keys, parking gate card keys, and Volpe Center identification badges by:
  - (a) Submitting a written request for these items of property to the COTR, who will make arrangements with the Volpe Center's Security Office for obtaining these items.
  - (b) Submitting within ten (10) calendar days of contract award a list of its on-site employees to the CO and COTR. Once the list is submitted, the Contractor will notify the CO of any staff changes when they occur, and shall update the list of its on-site employees every six months thereafter.
  - (c) Providing upon an employee's resignation, termination, or reassignment written evidence to the CO of the return of the GFP noted in paragraph (3) above. The return of these items of property shall be coordinated with the Volpe Center's Security Office.

### **H.4 GOVERNMENT FURNISHED EQUIPMENT AND SERVICES**

The Government will furnish all supplies, material, and equipment, with the exception of Contractor-provided equipment identified under CLIN 0004 herein, required for the work to be performed in Section C. This includes but is not limited to the following:

#### **(a) Office Equipment**

The Volpe Center will make available to the Contractor personnel the following items: desks, chairs, tables, bookcases, whiteboards, wastebaskets, convenience copiers, filing cabinets, office supplies, and similar furniture and equipment as determined by the CO to be necessary for performing the services required.

#### **(b) Telecommunication Equipment and Service**

The Volpe Center will provide telephone equipment and service, including voice mail and facsimile machines, for use by Contractor personnel under this contract located at a Government facility for official use at no cost to the Contractor as determined necessary by the CO. The Volpe Center will NOT provide cell phones and pagers under this contract. The Contractor shall be required to provide telephone service to personnel not located at a Government facility for official use in connection with the duties performed by the Contractor under this contract as determined necessary by the CO.

(c) Computers and Peripheral Equipment

The Volpe Center will provide computer workstations with basic software applications, including future technology refreshments; e.g., e-mail, Windows 98, Microsoft Office 2000, printers, and peripherals, for use by Contractor personnel under this contract. The Volpe Center will connect these computers to the Volpe Center local area network and provide network support.

Section J, Attachment J.9 - Government Furnished Equipment/Property, under this contract identifies the GFP.

## **H.5 GOVERNMENT-CONTROLLED PROPERTY**

Property assigned to the Contractor for use under this contract will be identified in the Volpe Center Property System under a unique Property Management Area (PMA). The Contractor shall assume responsibility for all property assigned to the Contractor's PMA in accordance with Section I, GFP clause(s).

## **H.6 USE OF GOVERNMENT-FURNISHED EQUIPMENT AND SERVICES**

The Contractor shall ensure that its employees and subcontractors use Government-Furnished Equipment (GFE), including, without limitation, computers, telephones, and modems and services provided by the Government, including, without limitation, telephone service, electronic mail, and internet services, only in an authorized manner and consistent with applicable law, and policies, orders, and regulations of the DOT and the Volpe Center as they may be amended from time to time (See DOT Orders H1350.2 Ch. 14-3, and Volpe Order 1370.6A).

The Volpe Center routinely monitors use of the internet and electronic mail for unauthorized use. The Contractor must warn its employees and subcontractors that they should have no expectation of privacy while using GFE and services provided by the Government.

The Contractor agrees to include the substance of this clause in company policy and procedures or employee rules of conduct, and to include a statement that the Contractor will take appropriate disciplinary action should violations occur. The Contractor shall periodically remind its employees and subcontractors of this policy.

## **H.7 NON-PERSONAL SERVICES (DEC 1998)**

A. No personal services as defined in Part 37 of the FAR shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the Contractor supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.

B. The Contractor shall not perform any inherently Governmental functions under this contract. No Contractor employee shall hold him/herself out to be a Government employee, agent, or representative. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other

Contractor believes this communication to be a direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.

C. The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

#### **H.8 PERFORMANCE OF WORK AND SAFETY PROVISIONS ON GOVERNMENT PREMISES (MAY 1997)**

Any work under this contract which is performed by the Contractor or any of its subcontractors on premises that are under the direct control of the Government is subject to the following provisions:

(1) Performance of work on Government premises shall be confined to the area(s) specified by the CO or his/her duly authorized representative. In performance of this work, the Contractor shall conform to all safety rules and requirements as in effect during the term of the contract and take such additional precautions as the CO may reasonably require for safety and accident prevention purposes.

(2) The Contractor shall designate to the CO, in writing, an on-the-premises representative to serve as point of contact.

(3) Any violation of applicable safety rules and requirements shall be promptly corrected as directed by the CO.

#### **H.9 CONTRACTOR RESPONSIBILITY (DEC 1998)**

The Contractor shall, without additional expense to the Government, be responsible for all damage to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the work, and shall be responsible for the proper care and protection of work performed. Breakage or loss of office equipment or other property including that of a Government employee that may occur in or about the Volpe Center building as a result of a fault or negligence in the Contractor's operations or fault or negligence in the actions of the Contractor's agent, subcontractors, or its employees shall be made good by the Contractor at its expense.

#### **H.10 HOURS OF WORK (DEC 1998)**

Contractor and subcontractor employees performing work under this contract on Volpe Center premises shall adhere to the Volpe Center's established business hours, except as may be required by this contract to accomplish the performance of the work, or except as may be required by the CO or his/her designated representative.

The Volpe Center will be closed during the 10 holidays observed by the Federal Government on a yearly basis. The listed Federal holidays are the only holidays observed:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

When Government employees are excused from duty without loss of pay by Executive Order or by official closing of the Volpe Center, Contractor employees who are assigned for duty at the Volpe Center may be similarly excused by the Contractor if they are ready, willing, and able to work. However, direct reimbursement for the cost of salaries and wages for these excused absences will only be made in emergency situations (e.g., severe weather, natural disasters) as determined by the CO or his/her designated representative. Official closings will be confirmed by the CO or his/her designated representative. This in no way relieves the Contractor of its responsibility for continuing performance of critical requirements for which special instructions will be issued to the Contractor by the CO or designated representative.

#### **H.11 HANDLING OF DATA (MAY 1999)**

A. The Contractor and any of its subcontractors in the performance of this contract may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions that restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

- (1) Knowingly disclose such data and information to others without written authorization from the CO, unless the Government has made the data and information available to the public; nor
- (2) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.

B. In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreements from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the CO for information only. These agreements shall prescribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between the parties. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

C. Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and further aware of the sanctions which may be imposed for divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract. The Contractor shall furnish a sample form of this agreement to the CO promptly after contract award.

D. The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.

E. The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The CO will consider case-by-case exceptions from this requirement for individual subcontracts in the event that:

- (1) the Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of a particular subcontractor;
- (2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition;
- (3) use of an alternate subcontract source would reasonably detract from the quality of effort; and
- (4) the Contractor provides the CO timely written advance notice of these and any other extenuating circumstances.

F. Except as the CO specifically authorizes in writing, upon completion of all work under this contract the Contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the CO. Data obtained from another company shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the CO that all copies, modifications, adaptations or combinations of such data or information which cannot reasonably be returned to the CO (or to a company), have been deleted from the Contractor's (and any subcontractor's) records and destroyed.

G. These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

H. As used herein, the term "data" has the meaning set forth in the Federal Acquisition Regulations clause 52.227-14 "Rights in Data – General," and includes, but is not limited to, computer software, as also defined in clause 52.227-14.

#### **H.12 EXCLUSION FROM FUTURE GOVERNMENT CONTRACTS (DEC 1998)**

A. Work under this contract may provide the Contractor with access to advance information about future Government procurements, which information is not generally available to other persons or firms. In addition, the work may involve the definition of requirements, or the preparation of specifications, for various systems, equipment, hardware, and/or software. In order to prevent a potential bias, unfair competitive advantage, or other potential conflict of interest, the Contractor shall be subject to the following restrictions:

- (1) The Contractor shall be excluded from competition for, or award of, any Government contract for which, in the course of performance of this contract, the Contractor has received advance procurement information which has not been made generally available to other persons or firms.
- (2) The Contractor shall be excluded from competition for, or award of, any Government contract for which the Contractor actually assists in the development of the Request for Quotation, Cost Estimate, Specifications, or Statement of Work.

(3) The Contractor shall be excluded from competition for, or award of, any Government contract which calls for the evaluation of system requirements, system definitions, or other products developed by the Contractor under this contract.

(4) The Contractor shall be excluded from competition for, or award of, any Government contract which calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract.

B. This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for an award for any future contract for work which is the same or similar to work performed under this contract.

C. The term "Contractor" as used in this clause includes any person, firm or corporation which has a majority or controlling interest in the Contractor or in any parent corporation thereof, and any person, firm or corporation in or as to which the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the Contractor, and those of any corporation (or any parent or subsidiary corporation thereof) which has a majority or controlling interest in the Contractor.

D. The Government may, in its sole discretion, waive any provisions of this clause if deemed to be in the best interest of the Government.

E. The exclusions contained in this clause shall apply for the duration of this contract and for three years after completion and acceptance of all work performed hereunder.

F. If any provision of this clause excludes the Contractor from competition for, or award of, any contract, the Contractor will not be permitted to serve as a subcontractor, at any tier, on such contract.

G. This clause shall be incorporated into any subcontracts awarded under this contract unless the CO determines otherwise.

H. This contract is one of the Volpe Center's contracts for technical support services to be performed primarily on site at the Volpe Center in Cambridge, Massachusetts. These contracts furnish institutional and programmatic support to many of the same projects that other Contractors will eventually work on. It is anticipated that the on-site technical support services Contractors will have day-to-day involvement in Volpe Center projects that will provide them with advance, non-public information on upcoming competitions. If one of these Contractors were also awarded a separate contract, it could have an unfair competitive advantage over other Contractors. To avoid creating such an unfair competitive advantage, a Contractor awarded one of the on-site support services contracts will be precluded from receiving another Volpe Center contract in the Multiple Contractor Resource Base, either at the prime contract or subcontract level. Subcontractors to one of the on-site support services Contractors will not be per se excluded from receiving a separate contract. In such a case, the prime Contractor will be expected to take mitigating actions to assure that it obtains no unfair competitive advantage either as a result of being a subcontractor to one of the on-site support services Contractors, or as a result of subcontracting with a firm that is a subcontractor to one of the on-site support services Contractors.

### **H.13 MINIMUM PRODUCTIVE LABOR HOUR REQUIREMENTS**

A labor year, for purposes of this contract, is defined as 2,087 productive labor hours (excludes Federal holidays). Productive labor hours are defined as those hours worked by Contractor employees in performance of the services specified in Section C herein.

The minimum hours of labor specified in the table in Section C, Paragraph C.7 are for productive hours.

The Contractor and each subcontractor performing work under this contract shall keep the records identified below for each employee performing the work described in the contract:

- (1) Employee's name;
- (2) Employee's work classification(s); and
- (3) Employee's daily hours worked at DOT/Volpe Center.

### **H.14 ADJUSTMENT OF STAFFING LEVEL OR SKILL MIX (Applicable to CLIN 0003 Only)**

The staffing requirements described in Section C represents the best estimate of the Government's needs at the outset of the contract. However, these requirements may be altered to ensure adequate Contractor staffing to meet the Government's needs. Therefore, the CO by contract modification may increase or decrease the total productive direct labor hours (or equivalent productive labor years) and/or skill mix by a maximum of 20 percent for any or each year of performance. The increase/decrease is based on the prior year's usage.

Notwithstanding any increase or decrease under any other provision of the contract, including but not limited to the changes and terminations provisions, no increase will be made in the overhead and G&A ceiling rates established and made a part of this contract. An increase/decrease in the maximum amount of available award fee will be negotiated for the year(s) in which the required increase/decrease is to take effect provided, however, that any adjustment under this clause shall not affect the contract's procedures for determining the amount of award fee that the Government will actually pay to the Contractor for any period of performance.

Further, if a staffing level increase/decrease or skill mix adjustment is required under this provision and results in an increase/decrease in direct labor hours or skill mix adjustment under any cost reimbursement subcontract, the subcontract estimated cost shall be increased or decreased.

Notwithstanding any adjustment under this or any other provision of the contract or subcontract, including but not limited to, the changes and terminations provisions, no increase will be made in the overhead and General and Administrative (G&A) ceiling rates established during negotiation between the prime Contractor and the subcontractor(s), which ceilings are made a part of the subcontract(s). The Government will provide the Contractor with advance notice at least 30 calendar days prior to the CO's issuance of a modification for such an increase/decrease or skill mix adjustment. The Contractor will provide the Government with its cost proposal and staffing plan within 15 calendar days after receipt of such notice.



#### **H.15 WARRANTIES (APR 1997)**

With respect to any equipment and/or supplies acquired under this contract, title of which will pass to the Government, the Contractor shall ensure that any warranties, together with any rights to replacement, service, or technical assistance, shall flow to or automatically be assigned to the Government.

#### **H.16 LICENSES (APR 1997)**

With respect to any computer software, databases or other licensed product acquired under this contract for immediate or eventual delivery to or use by the Government, the Contractor shall identify the Government as the Licensee and ensure that the license, together with any associated rights, shall run to the Government.

#### **H.17 GPO PRINTING REQUIREMENT (DEC 1998)**

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the GOP and the DOT.

#### **H.18 SALES TAX EXEMPTION (DEC 1998)**

(a) The Volpe Center, as part of the DOT, an agency of the United States, is an exempt purchaser. Accordingly, all purchases of personal property by this organization are exempt from state and local taxation.

(b) The Contractor will be provided with Tax Exemption certificates for the purpose of obtaining an exemption from state sales tax for supplies purchased under this contract (see each individual Work Order). Notwithstanding the terms of the Federal, State, and Local taxes clause, if the Tax Exempt Certificate is not honored by the state, the Contractor shall state separately on its invoices the amount of state sales tax, and the Government agrees to either pay the amount of the tax to the Contractor or, where the amount of the tax exceeds \$250.00, to provide evidence necessary to sustain the exemption.

#### **H.19 VOUCHER REVIEW**

The Government may at its sole discretion arrange for a Contractor to review vouchers and supporting data submitted for payment under the provisions of this contract. The Contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

#### **H.20 TRAVEL**

Payment for travel directly related to the performance of work in accordance with Section C shall not be allowable unless authorized under a work order. The actual costs for lodging and meals and incidental expenses will be considered reasonable and allowable if they do not exceed the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations. A written justification must be provided for higher amounts in special or unusual circumstances, in accordance with FAR 31.205-46.

Compensation for time in excess of eight hours a day is allowable only to the extent such compensation conforms to established compensation practices throughout the Contractor's organization on non-Government work.

## SECTION I – CONTRACT CLAUSES

### I.1 FAR CLAUSE 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulations: <http://www.arnet.gov/far>

Department of Transportation Acquisition Regulations: <http://www.dot.gov/ost/m60/>

### I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	Definitions	Dec 2001
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-7	Anti-Kickback Procedures	Jul 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation On Payments to Influence Certain Federal Transactions	Jun 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	Aug 2000
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	Jul 1995
52.215-2	Audit and Records—Negotiation	Jun 1999
52.215-8	Order Of Precedence—Uniform Contract Format	Oct 1997
52.215-21	Requirements For Cost Or Pricing Data Or Information Other Than Cost or Pricing Data – Modifications	Oct 1997
52.216-7	Allowable Cost and Payment	Mar 2000
52.216-8	Fixed Fee	Mar 1997
52.217-8	Option to Extend Services (Fill-in: 30 calendar days before contract expires)	Nov 1999
52.217-9	Option to Extend the Term of the Contract (Fill-in: (a) 30 calendar days; (c) five years)	Mar 2000
52.219-14	Limitation on Subcontracting	Dec 1996
52.222-2	Payment for Overtime Premiums (Fill-in: (a) \$0.00)	Jul 1990
52.222-3	Convict Labor	Aug 1996
52.222-26	Equal Opportunity	Apr 1984
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998

52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-41	Service Contract Act of 1965, as Amended	May 1989
52.223-5	Pollution Prevention and Right-to-Know Information	Apr 1989
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	Aug 2000
52.223-14	Toxic Chemical Release Reporting	Oct 2000
52.225-13	Restrictions on Certain Foreign Purchases	Jul 2000
52.227-1	Authorization and Consent	Jul 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.227-14	Rights in Data-General	Jun 1987
52.227-17	Rights in Data-Special Works	Jun 1987
52.227-18	Rights in Data-Existing Works	Jun 1987
52.227-19	Commercial Computer Software-Restricted Rights	Jun 1987
52.228-5	Insurance-Work on a Government Installation	Jan 1997
52.228-7	Insurance-Liability to Third Persons	Mar 1996
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-17	Interest	Jun 1996
52.232-18	Availability of Funds	Apr 1984
52.232-20	Limitation of Cost	Apr 1984
52.232-22	Limitation of Funds	Apr 1984
52.232-23	Assignment of Claims	Jan 1986
52.232-25	Prompt Payment	Jun 1997
52.232-33	Payment by Electronic Funds--Transfer Central Contractor Registration	May 1999
52.233-1	Disputes-Alternate I(Dec 1991)	Dec 1998
52.233-3	Protest After Award-Alternate I (Jun 1985)	Aug 1996
52.237-2	Protection of Government Buildings, Equipment and Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.242-1	Notice of Intent to Disallow Costs	Oct 1997
52.242-3	Penalties for Unallowable Costs	May 2001
52.242-4	Certification of Final Indirect Costs	Jan 1997
52.242-13	Bankruptcy	Jul 1995
52.243-2	Changes-Cost-Reimbursement Alternate II (Apr 1984)	Aug 1987
52.244-2	Subcontracts—Alternate II (Aug 1998)	Aug 1998
52.244-5	Competition in Subcontracting	Dec 1996
52.245-1	Property Records	Apr 1984
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)	Jan 1986
52.246-25	Limitation of Liability—Services	Feb 1997
52.249-6	Termination (Cost-Reimbursement)	Sep 1996
52.249-14	Excusable Delays	Apr 1984
52.251-1	Government Supply Sources	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991

## II. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATION (TAR) (48 CFR CHAPTER 12) CLAUSES

NUMBER	TITLE	DATE
1252.215-70	Key Personnel and/or Facilities (Fill-in: The Key personnel under this contract: <b>Program Manager</b> )	Oct 1994
1252.216-71	Determination of Award Fee (Fill-in: (b) 30 calendar days)	Oct 1994
1252.216-72	Performance Evaluation Plan (Fill-in: (a) 30 calendar days; (c) 45 calendar days)	Oct 1994
1252.216-73	Distribution of Award Fee (Fill-in: (a) Evaluation Period:(to be completed at time of award); Available Award Fee:(to be completed at time of award))	Oct 1994
1252.223-71	Accident and Fire Reporting	Oct 1994
1252.237-70	Qualifications of Employees	Oct 1994
1252.242-72	Dissemination of Contract Information	Oct 1994
1252.245-70	Government Property Reports	Oct 1994

### I.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Head of the Contracting Activity and shall not be binding until so approved.

### I.3 FAR 52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Volpe National Transportation Systems Center the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Volpe National Transportation Systems Center CO immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant CO under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant CO of the Volpe National Transportation System Center.

**I.4 FAR 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (JUNE 1999)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer-

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The \_\_\_\_\_ [*insert name of SBA's contractor*] will notify the Volpe National Transportation Systems Center CO in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

**I.5 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative CO (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**I.6 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR  
FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination.

**SEE ATTACHMENT J.8 - U.S. DEPARTMENT OF LABOR WAGE DETERMINATION NO. 94-2256, REVISION NO. 15**

**I.7 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)**

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any

public facility), the subcontractor must include 52.2198 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (June 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.8 FAR 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUNE 1997)**

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid-

(i) By the Contractor under a cost-reimbursement contract; and

(ii) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the:

General Services Administration  
Attn: FWA  
1800 F Street, NW  
Washington, DC 20405

The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.



(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show-

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher check numbers.

#### **I.9 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (JUL 2001)**

All electronic and information technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm> - PART 1194).

The following standards have been determined to be applicable to this contract:

- ☐ 1194.21 Software applications and operating systems
- ☒ 1194.22 Web-based intranet and internet information and applications
- ☐ 1194.23 Telecommunications products
- ☒ 1194.24 Video and multimedia products
- ☐ 1194.25 Self contained, closed products
- ☐ 1194.26 Desktop and portable computers

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

**SECTION K-REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 SIGNATURE (MAY 1999)**

By execution and submission of this statement, the undersigned acknowledges that he/she has reviewed and, where appropriate, has fully and accurately completed each of the certifications and/or representations contained in Section K of this solicitation for the purpose(s) set forth herein, and that he/she has been authorized to do so on behalf of the offeror.

\_\_\_\_\_.Signature

\_\_\_\_\_.Typed Name, Title

\_\_\_\_\_.Offeror

\_\_\_\_\_.Date

**K.2 FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989-

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the CO; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an

expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

### **K.3 FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.4 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the CO if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the CO may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the CO may terminate the contract resulting from this solicitation for default.

#### **K.5 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561210**.

(2) The small business size standard is **\$5,000,000.00**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.6 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that-

(a) It \_\_\_ has, \_\_\_ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It \_\_\_ has, \_\_\_ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.7 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that-

(a) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 601 and 602); or

(b) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.8 FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

[ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### **K.9 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer



software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]-

\_\_ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

\_\_ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data-General."

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulations: <http://www.arnet.gov/far>

Department of Transportation Acquisition Regulations: <http://www.dot.gov/ost/m60>

### **I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.204-6	Data Universal Numbering System (DUNS) Number	Jun 1999
52.214-34	Submission of Offers in the English Language	Apr 1991
52.214-35	Submission of Offers in U.S. Currency	Apr 1991
52.215-1	Instructions to Offerors-Competitive Acquisition	May 2001
52.215-16	Facilities Capital Cost of Money	Oct 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	Feb 1999
52.222-46	Evaluation of Compensation for Professional Employees	Feb 1993
52.237-1	Site Visit	Apr 1984
52.237-10	Identification of Uncompensated Overtime	Oct 1997

### **II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) PROVISIONS**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
1252.209-70	Disclosure of Conflicts of Interest	Oct 1994

### **L.2 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCT 1997)**

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The CO may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the CO or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

#### **Alternate IV (Oct 1997).**

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

See Section L.7 – INSTRUCTIONS FOR SUBMISSION OF VOLUME III - COST PROPOSAL.

### **L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Cost-Plus-Award-Fee contract in accordance with FAR Subpart 16.305 with the exception of CLIN 0001 which will be awarded as a Firm-Fixed Price contract in accordance with FAR Subpart 16.202, resulting from this solicitation.

#### **L.4 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Transportation/RSPA/  
Volpe National Transportation Systems Center  
Attn: Ms. Donna Brickley, DTS-853  
55 Broadway, Kendall Square  
Cambridge, MA 02142-1093

#### **L.5 GENERAL INFORMATION**

##### **L.5.A PRE-PROPOSAL CONFERENCE AND SITE VISIT**

A pre-proposal conference and site visit for all prospective Offerors will be held at the Volpe Center, 55 Broadway, Kendall Square, Cambridge, Massachusetts 02142-1093, on **March 28, 2002, at 10:00 A.M. local time**. Questions will be answered relative to this procurement. Directions to the Volpe Center may be found at the Volpe Center's Web site at <http://www.volpe.dot.gov/about/visiting.html>

All prospective Offerors are urged to attend this conference. In order to make the conference as productive as possible, Offerors are requested to submit any questions they may have in writing by letter, fax, or e-mail to the Contracting Officer, Donna Brickley, DTS-853, at:

U.S. Department of Transportation  
RSPA/Volpe National Transportation Systems Center  
Attn: Donna Brickley, DTS-853  
Ref: DTRS57-02-R-20011  
55 Broadway, Kendall Square  
Cambridge, MA 02142-1093  
Fax: (617) 494-3024  
E-mail: [Brickley@volpe.dot.gov](mailto:Brickley@volpe.dot.gov)

Questions are due by noon local time on **March 21, 2002**. The Offeror shall be limited to two (2) attendees. The Offeror is required to submit in writing to the Contracting Officer, Donna Brickley, the names and titles of the company officials planning on attending the conference by no later than COB **March 25, 2002**.

Failure of a prospective Offeror to submit any questions or to attend the conference will be construed to mean that the Offeror fully understands all requirements of the solicitation. Prospective Offerors are advised that the pre-proposal conference will be held solely for the purpose of explaining the specifications, terms and conditions for this solicitation. All prospective Offerors are advised that at the conclusion of the conference, unless this solicitation is amended in writing, it will remain unchanged and, that if an amendment is issued, normal procedures relating to the acknowledgement and receipt of any such amendment shall be applicable.

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract

performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

#### **L.5.B. PROPOSAL IDENTIFICATION**

For ease of reference, an Offeror's submissions covering factors other than cost, i.e., Technical Excellence, Staffing, Management Approach, Transition Approach, and Past Performance, will be referred to in this Request for Proposal (RFP) as the "Technical Proposal."

#### **L.5.C. AWARD WITHOUT DISCUSSIONS**

The Government intends to evaluate proposals and award a contract based on the initial offer (FAR 52.215-1(f)(4)). While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions. In that case, the CO will proceed to establish a competitive range and conduct negotiations with the firms in that range. It is particularly important that each Offeror be fully responsive in providing its best offer initially since there may be no opportunity to revise proposals at a later date. Offerors' initial proposals shall be reviewed to determine whether they satisfy the formal requirements of the solicitation. Those proposals determined by the Government to be so grossly and obviously deficient as to be totally unacceptable on their face may be eliminated from further consideration before the initial evaluation. Failure of Offerors to respond or follow the instructions regarding the organization and content of the proposal volumes may result in the entire offer being eliminated before initial evaluation.

An incomplete or deficient cost and price proposal will impede the CO from performing an analysis to determine probable cost to the Government and reasonableness of proposed costs. If an Offeror's initial cost proposal is so deficient or ambiguous that the Government's analysis cannot be performed, or proposed costs are not supported or do not track to the supporting data required by the cost exhibits, that Offeror's cost proposal may be deemed unrealistic and the entire offer may be excluded from evaluation.

#### **L.5.D. CONSISTENCY BETWEEN TECHNICAL AND COST PROPOSALS**

Offerors are required to ensure that the technical and cost proposals are consistent. All aspects of the technical proposal that impact cost, whether the cost treatment is direct or indirect, shall be identified in the cost proposal. This includes, for example, ensuring that labor cost properly reflects salaries of persons whose resumes were submitted, inclusion of relocation cost of people not presently located in the place of performance, and inclusion of realistic amounts for other direct costs in every CLIN.

Offerors shall identify in the cost proposal those persons whose resumes are provided in accordance with Section L.6.B.1.b. Offerors must include the actual labor rates (based on salary divided by 2,087 hours) of those persons for whom resumes have been submitted and show clearly how those rates are incorporated into the category rates proposed.

#### **L.5.E. INQUIRIES**

Any inquiries or correspondence pertaining to the RFP must be received no later than 21 calendar days after issuance of this RFP. Address all written inquiries to:

U.S. Department of Transportation  
RSPA/Volpe National Transportation Systems Center  
Attn: Donna Brickley, DTS-853  
Ref: DTRS57-02-R-20011  
55 Broadway, Kendall Square  
Cambridge, MA 02142-1093  
Fax: (617) 494-3024  
E-mail: [Brickley@volpe.dot.gov](mailto:Brickley@volpe.dot.gov)

The envelope must reference the solicitation number and the mail code. Questions may also be submitted via e-mail or fax. Any questions received after this date will be answered only if determined by the CO to be in the best interest of the Government. **NO ORAL INQUIRIES WILL BE ANSWERED.** No question of any nature or form may be directed to technical personnel. Any additions, deletions, or changes to this procurement will be made by amendment to the RFP. Each amendment will be identified by number, and receipt thereof will be acknowledged by each Offeror. Consistent with the dissemination of the RFP, any amendment will be posted on the Volpe Center Acquisition Division INTERNET home page (<http://www.volpe.dot.gov/procure/index.html>) and no paper copies will be mailed to prospective Offerors.

#### **L.5.F SOLICITATION MAILING INSTRUCTIONS**

To facilitate proper handling of the offer or amendment thereof, it is imperative that the outermost envelope/package which contains the offer/amendment be addressed in the format presented in the "Issued by" block on page 1 of this solicitation. Packages must be clearly labeled with the solicitation number and with a statement that the contents are "Proposal Data – To be Opened by Addressee Only."

#### **L.5.G PROPOSAL SUBMISSION**

Offerors are required to submit their proposals in three separate volumes as follows:

##### Volume I – Technical Proposal – Written Material

Section A of this volume must include the response to the hypothetical task (CLINs 0003 and 0004). Section B must include staff resumes and an organizational matrix for CLINs 0003 and 0004. Section C must contain the approach to performing CLIN 0002 functions, organizational structure, matrices, level of effort, and resumes for proposed staff. Section D of this volume must contain the required list of the Offeror's current contracts, copies of past performance reports or explanations of efforts to obtain them, and summary descriptions of the three most relevant contracts.

##### Volume II – Technical Proposal - Structured Oral Presentation

This volume must contain hard copies of the slides the Offeror intends to present. Offerors do not have to include any multimedia features embedded in presentations.

##### Volume III – Cost Proposal

This volume must consist of the attached Standard Form 33 (Solicitation, Offer and Award), solicitation documents, and information other than cost and pricing data.

Each volume should be complete in itself so that evaluation of each part may be accomplished concurrently and evaluation of the non-cost factors may be made strictly on the basis of technical merit.

#### **L.5.H COPIES**

The Offeror must submit seven (7) copies each of the technical proposal and structured oral presentation slides (Volumes I and II) and four (4) copies of the cost proposal (Volume III). The cost proposal must also be submitted on a 3 1/2 inch floppy disk in a virus-free format compatible with Microsoft Excel Version 2000.

#### **L.5.I PAGE LIMITS**

The maximum number of pages that may be submitted for the technical and cost proposal are as follows:

Volume I – Technical Proposal – Written: See Section L.6

Volume II – Technical Proposal - Oral Presentation Slides: No Limit. See Section L.6.B.2

Volume III – Cost Proposal: No limit. See Section L.7

#### **L.5.J TEXT**

The text of the proposal shall be formatted on 8 1/2 by 11-inch paper with printing on one side only. Pages shall also be consecutively numbered. Type size shall be Times New Roman 12 point proportional or equivalent. Exceptions to these restrictions are fold-out pages to 11 by 17 inches used for diagrams, charts, or graphic material, which will count as one page. The text will be single spaced with minimum margins as follows:

Left Hand – 1 inch

Right Hand – 1 inch

Top – 1 and 1/2 inch

Bottom – 3/4 inch

#### **L.5.K BINDING**

The volumes must be loose leaf and in binders which can be easily opened and closed.

#### **L.5.L BINDER COVER INFORMATION**

All binders containing proposal material shall have spine labels containing the following information:

- Solicitation No. DTRS57-02-R-20011
- Volume Number
- Copy Number – each copy shall be numbered 1 of 7, 2 of 7, etc.;
- Section/Tab – each binder shall be labeled with the Section/Tab identification for the information contained therein. For example, a binder containing Tabs 1-6 of Section E would be labeled “Section/Tab: E1 – E6”. If Section/Tabs are not required for the Volume referenced, label “Section/Tab: N/A”;

- Binder Number – if additional binders are needed for a specific Section, they shall be numbered, 1 of 3, 2 of 3, etc. If only one binder per Section is used, it shall be numbered, 1 of 1; and
- Offeror Identifier – place the word “Offeror:” with a blank line at the bottom of the binder label, for Government marking purposes.

**DO NOT include ANY vendor identification on the spine or cover of the binder (either on the spine label or elsewhere).**

## **L.6 TECHNICAL PROPOSAL -- INSTRUCTIONS TO OFFERORS**

### **L.6.A. INTRODUCTION**

Proposals must be structured in accordance with the instructions contained herein.

#### **1. Organization and Appearance**

Your technical proposal should be comprehensive and explicit. Elaboration of general corporate or company experience in non-related activities will detract from the quality of your proposal. All qualifications, experience, and capability should relate to the services required by the SOW. Legibility, conciseness, completeness, clarity of content, coherence, and brevity are important since they will facilitate the Government's evaluation procedure and will also assure maximum credit being properly assigned to the various aspects of your proposal.

#### **2. Page Limits**

The maximum number of pages that may be submitted is as follows:

**Response to Hypothetical Task:** The total overall page limit for the Offeror's response is **3** pages, excluding brochure, for the hypothetical task.

**Staffing:** Resumes submitted for CLIN 0003 and CLIN 0004 may not exceed **2** pages per resume.

**Management Approach:** The narrative description is limited to **5** pages. The resumes for proposed staff may not exceed **2** pages per resume. The organization charts and matrices for contract management and administration are limited to a total of **4** pages.

**Past Performance:** The total overall limit for the summaries of the Offeror's three most relevant contracts (covering prime and subcontractors) is **9** pages. There is no limit for the list of other current contracts required, for past performance reports, or for any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Volpe Center.

#### **3. Process**

The technical evaluation process has been designed to minimize the evaluation costs of both the Offeror and the Government. It reduces the Offeror's written submission to essential information upon which to discriminate among Offerors.



After the receipt of offers (written proposals) by the Government, every eligible Offeror must make a structured oral presentation to the Government's Technical Evaluation Team. Paper copies of presentation materials to be used in the oral presentation are to be submitted in Volume II of the written technical proposal (Multimedia features embedded in the presentation do not have to be submitted.). Offerors cannot change their presentations after this submission. The Technical Evaluation Team will not be provided with the presentation material until immediately before each oral presentation. The purpose of this restriction is to reassure Offerors with regard to the fairness and integrity of the oral presentation process.

It is expected that the oral presentations will begin approximately 21 calendar days after the closing date for receipt of proposals. The presentations will be scheduled as tightly as possible, but the duration of the entire presentation process will be dependent upon the number of acceptable proposals received. The order in which Offerors will make their presentation to the Technical Evaluation Team will be determined by a drawing of lots by the CO after receipt of proposals. All Offerors will receive notification at least 14 calendar days in advance by facsimile transmission of letter and/or telephone of the date and time of their scheduled presentation. All Offerors will be asked to confirm their scheduled presentation date and time, and to provide at that time a list of their attendees and their company affiliation. Requests from Offerors to reschedule their presentations will not be entertained unless unusual and compelling reasons are presented to the CO. No rescheduling of presentations will be done unless determined necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process.

#### **L.6.B. PROPOSAL CONTENT**

Your technical proposal shall consist of two parts as follows:

PART 1 -- WRITTEN MATERIAL, including (a) response to the hypothetical task for CLINs 0003 and 0004; (b) staff resumes and an organizational matrix for CLINs 0003 and 0004; (c) approach to performing CLIN 0002 functions, organizational structure, matrices, level of effort, and resumes; and (d) past performance material.

PART 2 -- STRUCTURED ORAL PRESENTATION, including (a) a technical approach presentation for CLIN 0003, followed by a structured question-and-answer (Q&A) period; (b) a technical approach presentation for CLIN 0004, followed by a structured Q&A period; (c) structured questions and answers concerning the written response to the hypothetical task; (d) structured questions and answers concerning the written response to performing CLIN 0002 functions; and (e) a transition approach presentation (CLIN 0001) followed by a structured Q&A period.

Your written material and oral presentation will be evaluated for content and quality as examples of work involving communications, information, graphics, multimedia, and production services.

#### **1. PART 1 – WRITTEN MATERIAL**

##### **a. TECHNICAL APPROACH**

##### **Hypothetical Task**

The Offeror shall respond to the following hypothetical task as indicated by the Response section below. The response to the hypothetical task must identify the principal author, designer, and

other key staff. The principal author and other key staff must be part of the personnel proposed for CLIN 0003 and/or CLIN 0004.

### Background

The Volpe Center requires conference support for a one-day workshop, in Washington, D.C., sponsored by DOT's Research and Special Programs Administration (RSPA). The topic of the workshop is RSPA's Advanced Vehicle Technologies Program (AVP) (reference <http://scitech.dot.gov/partech/nextsur/avp/>).

### Scope

Attending the workshop will be approximately 35 participants, with representatives from DOT and other Federal agencies, AVP consortia, and industry. The tentative schedule and agenda are as follows:

*"Advanced Vehicle Technologies Program: Current Status and Next Steps"*

Loew's L'Enfant Plaza, Washington, D.C.

June 18, 2002

8:30 a.m.-3:00 p.m.

8:30-9:00 a.m.	Registration and Refreshments	
9:00-9:10 a.m.	Welcome	DOT Official
9:10-9:20 a.m.	Brief Remarks	DOD or DOE Official
9:20-9:30 a.m.	Statement of Purpose	RSPA Official
9:30-11:30 a.m.	Discussion: Status Report	Facilitator: AVP Consortium
Break 10:15-10:30 a.m.		
11:30 a.m.-12:45 p.m.	Lunch (not provided)	
12:45 p.m.-2:45 p.m.	Discussion: Future Activities	Facilitator: AVP Consortium
Break 2:00-2:15 p.m.		
2:45-3:00 p.m.	Wrap-up	RSPA Official

### Objective

The Contractor support required for this workshop includes:

- Development of a brochure for distribution at the workshop.
- Full multimedia/audiovisual support, including videotaping and the capability for remote conferencing between the workshop site and the Volpe Center.

- Preparation and mailing of invitational and registration packages (and follow-up). (Mailing list to be provided by the Volpe Center.)
- Coordination with the workshop site (including arrangements for lodging).
- Transcription services.
- Conference graphics: name badges, tent signs, etc.
- On-site conference logistics: processing of participant registrations, etc.

### **Response**

The Offeror should develop and submit the following as Section A of Volume I -- Technical Proposal:

- 1) A full-color, 8 1/2"x11" tri-fold brochure summarizing the AVP and highlighting current projects.
- 2) A plan detailing how the above-listed conference services will be provided, including major activities, staffing (including skills and level of effort), equipment and supplies, overall scheduling and management plan, and any issues or concerns needing attention to ensure a successful workshop.

### **b. STAFFING**

The Offeror shall provide the resumes described below which demonstrate the qualifications of the Offeror's proposed personnel in terms of their technical expertise, experience, education, capabilities, and accomplishments relevant to the functional area of requirements of CLIN 0003 and 0004 of this contract.

The Offeror shall also include an organizational chart and a matrix that maps the functions identified in CLIN 0003 and 0004 of the SOW to proposed personnel and level of effort. Any cross-functional utilization of staff should be clearly identified in the matrix.

### **Resumes**

The Offeror shall submit resumes for at least 80 percent of the level of effort, but no fewer than two resumes per area, for each of the functional areas in CLIN 0003, Integrated Communications and Information Services.

<u>CLIN 0003</u>	<u>Minimum Number of Resumes</u>
Writing and Editing	8
Graphics	4
Multimedia/Audio-Visual	2
Conference Planning and Logistics	2

The Offeror shall submit resumes for all proposed personnel in support of the CLIN 0004, Production Services.

**c. MANAGEMENT APPROACH**

The Offeror shall describe its approach for accomplishing the functions described in CLIN 0002 of the SOW, including the on-site Service Center and central archive of products; describe the capabilities and experience of its management team for overall contract management; describe key components of its processes/mechanisms for meeting contractual staffing requirements; describe its programs for cost control at the contract and task level; and describe its approach to performance of contract administration functions. Roles, responsibilities, lines of authority, and level of effort should be clearly described.

The Offeror shall include an organizational chart and a matrix that maps functions identified in the SOW to specific staff and level of effort.

The Offeror shall submit resumes for all proposed personnel in support of CLIN 0002 of the SOW. The resumes will be identified by name and shall include, at a minimum, the position currently held by the individual, his/her responsibilities, total years with the firm, and a brief description of experience, education, and accomplishments. Proposal assignments shall be keyed to the functions as shown in the SOW and should relate to the proposed organizational structure. Any uncertainties and/or part-time staff assignments should be clearly identified. Resumes must also be verifiable in that relevant dates, names, and addresses of educational institutions and employers must be provided for all experience, education, and specialized training claimed.

The individual whose resume is submitted and accepted by the Government for Program Manager will be incorporated into the Key Personnel clause in Section I.1.II of the resulting contract.

**d. PAST PERFORMANCE**

The Offeror shall submit past performance information for both the Offeror and major (over 20 percent of the total contract estimated value) proposed subcontractors.

Each Offeror will be evaluated on its performance under existing and prior contracts for relevant products or services. Performance information will be used both for responsibility determinations and for evaluation purposes. The Government may contact references other than those provided by the Contractor and the information received will be used in the evaluation of the Offeror's past performance.

The Offeror's team (prime and major subcontractors) must provide a list of contracts that it is currently performing or has completed within the past three years. The Offeror must make a good faith effort to ensure that the list includes all prime contracts with a value over \$500,000 with the Federal Government. If the Offeror can demonstrate that including information on all prime contracts with the Federal Government over \$500,000 would create an undue burden on the Offeror because of the large number of applicable contracts, then the list may be reduced to reflect contracts that are most relevant and for which data is readily available. The Offeror must describe in its proposal what types of contracts were excluded, and what process was utilized to ensure that all prime contracts with the Federal Government over \$500,000 relevant to the SOW were included. However, the list must include all contracts that are clearly relevant such as those applicable contracts reflecting the involvement of the proposed program manager and other proposed key personnel. The list may also include other contracts considered relevant by the Offeror, including those with customers other than the Federal Government. Information

regarding the Offeror's performance as a subcontractor with the Federal Government will be obtained from the prime Contractor. Include the following information for each contract:

1. Name and address of customer;
2. Contract number;
3. Contract type;
4. Total contract value;
5. Description of contract work;
6. CO's address and telephone number;
7. CO's Technical Representative's address and telephone number;
8. Administrative CO's address and telephone number, if different from item 6;
9. List of major subcontractors; and
10. Assessment of relevance to requirements identified in this solicitation. Copies of the final or most current past performance report must be submitted for the three most relevant contracts or an explanation of their absence provided. Copies of reports on other than the three contracts considered most relevant by the Offeror should not be submitted as part of the proposal, but will be obtained by the Government if the Government considers the contracts relevant.

The Offeror must select no more than three contracts that it considers the most relevant in demonstrating its ability to perform the proposed effort. This list of most relevant contracts must be separated from the above list. Offerors may also include information on problems encountered on the three identified contracts and the Offeror's corrective actions.

The Offeror is responsible for making all reasonable efforts to ensure that a completed evaluation report is provided for each of the three cited contracts no later than the due date for receipt of proposals. If the contracting activity has completed a Contractor evaluation report and provided a copy to the Offeror, particularly those completed in accordance with Subpart 42.15 of the FAR, a copy of this report is sufficient. If not, the Offeror is responsible for ensuring that a copy of the performance evaluation report is provided directly to the Volpe Center CO by the appropriate customer responding official no later than the proposal submission date. If the customer has not developed its own past performance evaluation report form, Volpe Center Form 4200.7, included as Exhibit A to the Technical Proposal Instructions, shall be provided to the customer. Information contained in the evaluation reports shall be considered sensitive and shall not be released to other Offerors. Failure of the Offeror to demonstrate that it has made all reasonable efforts to provide the required past performance reports will result in an unsatisfactory rating for this criteria. The Government reserves the right to obtain additional information from any of the referenced contract contacts and from other Government sources. If the Government receives negative past performance information, (indicating that performance was less than satisfactory) which is not accompanied by a response from the Offeror, a copy of the adverse information will be provided to the Offeror, which will be given a limited period in which to provide a response. If no response is received within the specified timeframe, the negative past performance information will be evaluated as submitted.

The Offeror must send a Client Authorization Letter, included as Exhibit B to the Technical Proposal Instructions, to all non-Federal Government references listed in its proposal to assist in the timely processing of past performance evaluations. Client Authorization Letters must be mailed to individual references no later than the proposal submission date. The Offeror shall include a copy of all completed Client Authorization Letters as part of the Past Performance submission.

If the Offeror has no relevant past performance history, it must affirmatively so state. Offerors with no relevant past performance history or Offerors that are unable to provide past performance reports after making all reasonable efforts will not be evaluated favorably or unfavorably under this criteria, in accordance with FAR 15.305.

In the case of a relatively new firm (i.e., established within the last 18 months), the Offeror may submit past performance information for contracts on which its corporate management has performed to supplement any past performance information for the firm itself; this shall be specifically noted in the proposal submission.

If the Offeror does not either include past performance history or affirmatively state that no past performance history exists or can be obtained, the Offeror's proposal will be ineligible for award.

The overall page limit for the summaries of the three most relevant contracts (including any information on the problems encountered on the contracts) is 9 pages. This page limit does not apply to the list of other less relevant contracts required or any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Government.

**EXHIBIT A – VOLPE CENTER FORM 4200.7****VOLPE NATIONAL TRANSPORTATION SYSTEMS CENTER  
PAST PERFORMANCE EVALUATION****CONTRACTOR PERFORMANCE REPORT**☐ Final ☐ Interim – Period Report

From:

To:

1. Contractor Name and  
Address: (Identify Division)2. Contract /Task Number: DTRS573. Contract Value: \$ \_\_\_\_\_  
(Base Plus Options)

4. Contract Award Date: \_\_\_\_\_

5. Contract Completion Date: \_\_\_\_\_

6. Type of Contract: (Check all that apply) - ☐ FP ☐ FPI ☐ FP-EPA ☐ CPFF Completion ☐ CPFF -  
Term ☐ CPIF ☐ CPAF ☐ ID/IQ ☐ BOA ☐ Requirements ☐ Labor-Hour ☐ T&M ☐ SBSA ☐ 8(a) ☐  
SBIR ☐ Sealed Bid ☐ Negotiated ☐ Competitive ☐ Non-Competitive

7. Description of Requirement:

8. Initial Ratings: (See Block 15 for Final Rating) Summarize Contractor performance and circle in the column on the right of the number which corresponds to the performance rating for each rating category. Attach additional comments as necessary.

a. Quality of Product/Service	Comments:	0 1 2 3 4
b. Cost Control	Comments:	0 1 2 3 4
c. Timeliness	Comments:	0 1 2 3 4
d. Business Relations	Comments:	0 1 2 3 4
e. Overall Satisfaction Rating	Comments:	0 1 2 3 4

**SOURCE SELECTION INFORMATION – SEE FAR 3.104**

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9. Key Personnel: (Fill in as appropriate)				
Name/Title: _____		Period of Performance: _____		
Comments: _____		_____		
Name/Title: _____		Period of Performance: _____		
Comments: _____		_____		
Name/Title: _____		Period of Performance: _____		
Comments: _____		_____		
Name/Title: _____		Period of Performance: _____		
Comments: _____		_____		
10. Would you recommend this firm for award? Please explain.				
11. COTR/Program Manager/Tech Monitor Name (Printed): _____ Signature _____				
Phone/FAX/Internet Address: _____		Date: _____		
12. Contractor's Review: Were comments, rebuttals, or additional information provided: <input type="checkbox"/> No <input type="checkbox"/> Yes				
Please attach comments: Number of pages: _____				
13. Reviewer's Name (Printed): _____		Signature _____		
Phone/FAX/Internet Address: _____		Date: _____		
14. Agency Review: Were Contractor comments reviewed at a level above the CO?				
<input type="checkbox"/> No <input type="checkbox"/> Yes Please attach comments. Number of pages: _____				
15. Final Ratings. Re-assess the Block 8 ratings based on Contractor comments and agency review. Revise block 8 ratings, if appropriate.				
Quality _____	Cost Control _____	Timeliness _____	Business Relations _____	Customer Satisfaction _____
16. CO's Name (Printed): _____		Signature _____		
Phone/FAX/Internet Address: _____		Date: _____		

**SOURCE SELECTION INFORMATION – SEE FAR 3.104**



## CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS

The Acquisition Division is responsible for the coordination and collection of Contractor Performance Reports. The CO (CO) or Administrative CO (ACO) will determine whether the report will be completed on a Contractor task basis, and will coordinate completion of the attached report form with either the CO's Technical Representative (COTR) or Technical Monitor delegated day-to-day responsibility for administration of the identified Contractor or job order. This individual should consult with the CO/ACO where necessary to arrive at a consensus on the ratings to be awarded.

Section 42.1503 of the FAR requires that copies of these forms will be provided to the Contractor, which must have an opportunity to respond and add comments to agency evaluations as described below. The Acquisition Division will perform this coordination function. Furthermore, the FAR requires that past performance evaluations be marked and treated as Source Selection Information and release of this information is prohibited except to Government personnel and the Contractor whose performance is being evaluated. For these reasons, all outside inquiries concerning Contractor past performance should be directed to the ACO, who will have access to the completed forms. Also, completed forms should be returned to the attention of the ACO/CO in a sealed envelope marked "Source Selection Sensitive"

### COMPLETING THE FORM

Blocks 1 through 11 will be completed by the COTR or Technical Monitor, as applicable. Contact the ACO/CO if you require assistance or data in order to complete any of these blocks, especially blocks 1 through 6.

The Acquisition Division will be responsible for forwarding the completed form to the Contractor for review and execution of blocks 12 and 13. The Acquisition Division will ensure blocks 14 through 16 are completed prior to filing in a secured location.

To Be Completed by COTR/Technical Monitor

Top of Form:	Indicate whether the report is a final or interim (annual) report, and give dates for the period of time being covered. Prior to the ending date of the contract, all reports should be marked "Interim".
Block 1:	Identify the name and address of the prime Contractor.
Block 2:	Identify contract number of the contract being evaluated. If evaluation is being conducted for a specific task, include the task number.
Block 3:	Contract value or task value, as applicable. Include all options whether or not exercised to date.
Block 4:	Identify date that contract was awarded or task issued.
Block 5:	Identify completion date for contract or task as applicable.
Block 6:	All items that apply to the Contractor task should be checked.
Block 7:	Provide a clear and concise description of the work being done under the contract or task and the current level of funding. Attach additional sheet(s), if needed, to ensure the description is adequate for future source selection officials to determine relevance.

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**SOURCE SELECTION INFORMATION – SEE FAR 3.104**

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## **Block 8 RATING DEFINITIONS**

**0 – Unsatisfactory** - Performance failed to satisfy the minimum contract or task requirements, technical or otherwise. Areas of deficiency could include, but are not limited to: failure to meet schedules; failure to adequately estimate or control costs; inadequate staffing; lack of cooperation and responsiveness.

**1 – Minimally Acceptable** – Performance generally met minimum contract or task requirements, but significant issues arose which required expenditure of time or resources by the Government to ensure the requirements were met. Areas of re-work could include: late or incomplete deliverables; poor quality of work; lack of communication; cost control problems; contract administration problems.

**2 – Satisfactory** – Met all technical and administrative contract or task requirements. Minor issues arose which were resolved with minimal expenditure of time or resources.

**3 – Good** – Met all contract or task requirements and exceeded minimal requirements in some areas. No problems with quality, timeliness, or cost issues. Management was responsive.

**4 – Exceptional** – Performance significantly exceeded minimal technical requirements and met all other contract requirements. Areas in which performance was exceptional could include: early deliveries; creative approach; innovative technology; effective and proactive management and administration; commitment to customer satisfaction.

## **Block 8 – COMMENT ELEMENTS BY CATEGORY**

(a) **Quality of product/service**

- (1) Compliance with contract or task requirements;
- (2) Accuracy of reports;
- (3) Appropriateness of Contractor personnel assigned to the contract or task; and
- (4) Technical excellence of delivered supplies or services.

(b) **Cost Control**

- (1) Current, accurate, and complete billings;
- (2) The relationship of negotiated cost to actuals;
- (3) Cost containment initiatives; and
- (4) The number and cause of change orders issued.

(c) **Timeliness of Performance**

- (1) Whether the Contractor met interim milestones;
- (2) Contractor's responsiveness to technical direction;
- (3) Contractor's responsiveness to contract change orders and administrative requirements;
- (4) Whether the contract/task was completed on time, including wrap-up and contract administration.

(d) Business Relations

- (1) Whether the Contractor effectively managed the contract/task effort;
- (2) How responsive the Contractor was to contract requirements;
- (3) How promptly the Contractor notified the Government of problems;
- (4) Whether the Contractor was reasonable and cooperative;
- (5) How flexible the Contractor was;
- (6) Whether the Contractor was proactive;
- (7) The effectiveness of Contractor-recommended solutions; and
- (8) Whether the Contractor effectively implemented socioeconomic programs.

Block 8: Circle the rating in the far right column that best describes the Contractor's overall performance for each category. Comments and/or examples in sufficient detail to support the ratings must be provided. Attach additional comment sheets if needed. Definitions for each rating and a description of elements to consider when commenting on each category can be found at the end of these instructions.

Block 9: Identify the individual(s) primarily responsible for performance of the contract/task, not necessarily the persons identified as "Key Personnel" in the contractual document. Indicate how long each individual worked on the contract/task. If there were many individuals involved or many changes in these managers, a second page may be necessary. On the comments line, describe the key person's performance, attaching additional sheets when necessary.

Block 10: Explain why, given a choice, you would or would not recommend the Contractor for an award to perform a similar contract or task.

Block 11: The COTR or Technical Monitor delegated responsibility for the day to day administration of the contract or task should sign this block, after consulting with the CO/ACO, where appropriate.

**To be Completed by Contractor**

Block 12: Block 12 must be completed to indicate that the Contractor has been given the opportunity to review the evaluation.

The Contractor will be provided with a copy of the completed evaluation form (including initial ratings) and attachments. The Contractor has the right to submit to the CO comments, rebutting statements, or additional information, which specifically addresses elements of the review. This response must be structured to clearly identify the specific category being addressed. This response must be delivered to the CO no later than 30 days after the mailing date on the evaluation form. In the event no response is received, the Contractor will be deemed to have accepted the evaluation form as written.

Block 13: The Contractor should sign this block to indicate that it has had an opportunity to review and comment on the ratings.

**To be completed by the CO/ACO**

Block 14: If the Contractor accepts the ratings, they will be entered as Final Ratings in Block 15, no Agency Review is required, and the CO's signature in Block 16 completes the process.

If the Contractor objects to the initial ratings, a review will be undertaken by the CO, in consultation with the technical staff. If the CO does not concur in a modification, the matter will be reviewed at a level above the CO within the Acquisition Division, and a Final Rating determined by the Reviewing Official's Report, which will be attached to the Performance Report.

Block 15: If the initial ratings have been modified by either the CO or after Agency Review, insert the revised Final Ratings. If there has been no change to the initial ratings, insert the initial ratings.

Block 16: If agreement is reached on the ratings without an Agency Review, the CO will sign. If an Agency Review is carried out, the block must be signed by the Reviewing Official.

**EXHIBIT B – CLIENT AUTHORIZATION LETTER**

[*Company Name*]  
[*Street Address*]  
[*City, State/Province* [*Zip/Postal Code*]  
[*Date*]

[*Recipient Name*]  
[*Address*]  
[*City, State/Province* *Zip/Postal Code*]

Dear [Client]:

We are currently responding to the Volpe Center RFP No. \_\_\_\_\_ for the procurement of \_\_\_\_\_. The Volpe Center is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. The Volpe Center requires Offerors to inform references identified in proposals that the Volpe Center may contact them about contract performance information.

If you are contacted by the Volpe Center for information on work we have performed under contract for your company/agency/state or local Government, you are hereby authorized to respond to Volpe Center inquiries.

Your cooperation is appreciated. Please direct any questions to

\_\_\_\_\_.  
(Offeror's point of contact)

Sincerely,  
[*Your name*]  
[*Your position*]

[*Typist's initials*]  
Enclosure: [*Number*]

cc: [*Name*]

## 2. PART 2 – ORAL PRESENTATION

The structured oral presentation shall consist of three separate sections: Technical Approach, Management Approach and Transition Approach. The structured oral presentation shall not encompass proposed price, cost, or fee.

ORAL PRESENTATION SCHEDULE				
	Evaluation Criteria	Topic	Time Limit *	Presenters
1a.	Technical Approach	Understanding and Approach to Integrated Communications and Information Services (CLIN 0003)	40 minutes	Program Manager and/or any of the Proposed Personnel for CLIN 0003
1b.	Technical Approach	Structured Questions and Answers on Topic #1a above	20 minutes	Presenters from #1a above
		Break	15 minutes	
1c.	Technical Approach	Understanding and Approach to Production Services (CLIN 0004)	15 minutes	Program Manager and/or any of the Proposed Personnel for CLIN 0004
1d.	Technical Approach	Structured Questions and Answers on Topic #1c above	15 minutes	Presenters from #1c above
1e.	Technical Approach	Structured Questions and Answers based upon written response to Hypothetical Task	15 minutes	Principal Author of Hypothetical Task
		Break	15 minutes	
2a.	Management Approach	Structured Questions and Answers based upon written response to CLIN 0002, Management and Administration	15 minutes	Program Manager and/or any of the Proposed Personnel for CLIN 0002
3a.	Transition Approach	Understanding, approach and allocation of resources for transition	10 minutes	Program Manager, and/or any of the Proposed Personnel for CLIN 0001, 0002, 0003 and 0004
3b.	Transition Approach	Structured Questions and Answers on Topic #2a above	10 minutes	Presenters from #3a above

\* Time limits for structured questions and answers may vary by plus or minus 5 minutes.

### a. Technical Approach

In order to allow evaluation of its capability to provide on-site support services, the Offeror shall have 40 uninterrupted minutes to demonstrate (1) understanding of the Integrated Communications and Information Services functions as identified in the SOW (CLIN 0003), in particular, its understanding of each individual functional area; (2) understanding of and approach to the portfolio of tasks currently performed at the Volpe Center; and (3) examples of relevant past work. The Offeror shall describe how it plans to meet the Integrated Communications and Information Services of the contract and demonstrate that it has the necessary understanding, expertise, and experience to successfully accomplish CLIN 0003 of the SOW. At the end of the presentation, a structured Q&A period of approximately 20 minutes will take place.

After a 15-minute break, the Offeror shall have 15 minutes to demonstrate (1) its approach to performing and capability to provide required Production Services identified in the SOW (CLIN 0004); (2) understanding of the Production Services functions as identified in the SOW; and (3) examples of relevant past work. The Offeror shall describe how it plans to meet the Production Services requirements of the contract and demonstrate that it has the necessary understanding, expertise, equipment/facilities, and experience to successfully accomplish the SOW, CLIN 0004. At the end of the presentation, a structured Q&A period of approximately 15 minutes will take place.

Next there will be another 15-minute structured Q&A period at which time the Offeror shall respond to questions concerning its response to the hypothetical task submitted in the written proposal. At the end of this Q&A period, there will be a 15-minute break.

**b. Management Approach**

In order to allow complete evaluation of its capability to effectively and efficiently manage the work represented by this contract as described in the SOW, CLIN 0002, a structured Q&A period of approximately 15 minutes will take place.

**c. Transition Approach**

In order to allow complete evaluation of its capability to effectively and efficiently transition to this contract as described in the SOW, CLIN 0001, the Offeror shall have 10 uninterrupted minutes to demonstrate its understanding, approach, and allocation of resources. The Offeror shall describe how it plans to meet the requirements of CLIN 0001 and demonstrate that it has the necessary understanding, expertise, and experience to successfully accomplish a transition. At the end of the presentation, a structured Q&A period of approximately 10 minutes will take place.

**3. LOGISTICS**

**Offeror's Media Presentation:**

All presentations will take place at the Volpe Center, 55 Broadway, Cambridge, Massachusetts, in a meeting room sufficiently large enough to hold 20 people. The Offeror will present from the front of the room. The Government will videotape the presentations.

The Offeror's presentation (e.g., content, appearance, quality, design) will be considered as part of the overall evaluation. The Offeror must use Microsoft PowerPoint 2000 for the presentation. The Offeror may place its name and company logo on the presentation slides. There is no limitation on the number of slides that an Offeror may use. When reviewing and evaluating the structured oral presentations, the Government will not review any presentation material that was not projected and addressed during the presentation. The Government will not accept for evaluation any documentation in addition to the information submitted with the proposal; however, this does not apply to any multimedia features embedded in the presentation.

**Participants and Attendees:**

The Offeror's presentation must be made by the proposed Program Manager and individuals proposed as staff. The Offeror may bring no more than six persons to the structured oral presentation, including no more than one non-presenting Offeror official or employee. The Offeror may not use company senior or general managers or other employees or consultants to make any part of the structured oral presentation, including caucusing and responding to questions, unless these individuals meet the criteria above. During the question-and-answer sessions, all questions will be directed to the proposed Program Manager who may direct one or more of the other staff to respond.

In order to protect the integrity of the oral evaluation process, employees of firms that are included as subcontractors under more than one proposal shall not be allowed to participate. At the time of the notification of the date and time for its structured oral presentation, the CO will inform an Offeror if any of its proposed subcontractor participants are ineligible to participate.

The Offeror must direct its presentation to the Technical Evaluation Team. Other Government officials such as the CO, individuals with oversight roles, and an audio-visual specialist will also be in attendance at every presentation.

**Structured Question-and-Answer Periods:**

The Offeror will be presented a series of questions related to the Government's requirements and program objectives. The Offeror will have up to five minutes per question for response time. The Government may request clarification of any points arising from the Offeror's presentation or responses that are unclear. Any such interchange between the Offeror and the Government will not constitute discussions or communications within the meaning of FAR 15.306(a). The Offeror will not be able to modify its offer in response to questions or requests for clarification that may occur during such question-and-answer periods. The time required for clarifications will not be counted against the Offeror's time limit.

**L.7 INSTRUCTIONS FOR SUBMISSION OF VOLUME III – COST PROPOSAL**

**L.7.A FORMAT**

The Cost Proposal shall be submitted in two parts as follows:

Part I - Solicitation Documents

Part II - Information Other Than Cost and Pricing Data

In Part I, the Offeror shall submit a completed and signed Standard Form SF 33 (Section A, page 1 of the solicitation), including acknowledgment of any amendments; and Representation, Certifications, and Other Statements of Offerors (Section K of the solicitation).

In Part II, the Offeror shall submit a signed Proposal Cover Sheet (Schedule 1) and information other than cost and pricing data as set forth below. Summary data shall be placed on the Proposal Cover Sheet and the Schedules should support it.



## **L.7.B. INTRODUCTION**

All information relating to cost or pricing must be included in this volume of the proposal; under no circumstances shall cost or pricing data be included elsewhere.

The purpose of the cost proposal is to permit the Government to determine whether the proposed costs demonstrate cost realism, to permit the Government to calculate probable cost, and to establish the reasonableness of fee and profit.

It is the Offeror's responsibility to provide sufficient, meaningful information and clear, detailed supporting documentation so that the Government can complete its evaluation of the proposal (including any subcontractors) and accomplish those objectives without additional correspondence with the Offeror.

"Cost realism" means that the costs in an Offeror's proposal are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the various elements of the Offeror's technical proposal. If the CO determines that an Offeror's initially proposed costs do not reflect what it would reasonably cost that Offeror to perform the requirements, then the CO may make adjustments to the proposed costs to determine probable cost.

If the instances described in the paragraphs below are applicable, an Offeror may request an exception by providing the information described in the following subparagraphs in place of submitting detailed "other than cost or pricing data." The CO may request additional information, but only to the extent necessary to determine whether an exception is appropriate and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the CO.

(ii) Commercial item (FAR 2.101) exception. For a commercial item exception, the Offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include -

(a) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(b) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(c) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(iii) The Offeror grants the CO or authorized representative the right to examine, at any time before award, books, records, or documents, to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant to the Offeror's establishment of the prices to be offered in the catalog or marketplace.

(iv) If the Offeror is not granted an exception from the requirement to submit cost or pricing data, the detailed instructions should be followed.

### **L.7.C. GENERAL INSTRUCTIONS AND INFORMATION**

#### **1. Performance Period**

The performance periods for the transition period, two base years, and three option years are shown in the following table:

	Period of Performance
Transition Period	August 15, 2002 – September 30, 2002
Base Period, Contract Year 1	October 1, 2002 - September 30, 2003
Base Period, Contract Year 2	October 1, 2003 - September 30, 2004
Option 1, Contract Year 3	October 1, 2004 - September 30, 2005
Option 2, Contract Year 4	October 1, 2005 - September 30, 2006
Option 3, Contract Year 5	October 1, 2006 - September 30, 2007

#### **2. Consistency Between the Cost Proposal and the Technical Proposal**

Offerors are responsible for making certain that there is consistency between the cost proposal and the technical proposal. Offerors should ensure that the labor and other resources, as depicted and evaluated in the technical proposal, are clearly identified in the cost proposal and are properly and realistically reflected in the proposal amount.

#### **3. Labor - General**

As the preponderance of this requirement is performed on site with a dedicated staff, Offerors are cautioned that the Government is concerned about project continuity. Non-incumbent Offerors shall explain the extent to which the incumbent's employees will be integrated into its workforce and demonstrate the incorporation of those employees' salaries into the Offeror's proposed labor rates such that the Government will be satisfied that the Offeror will be able to retain the employees it intends to keep.

To the extent that an Offeror intends not to utilize the existing staff but to utilize new staff, it must clearly show the development of and rationale for the labor rates and also demonstrate why the labor rates are realistic for the staffing plan.

Although the Service Contract Act (SCA) covers some of the labor categories, those rates are minimum rates only. If the SCA rates are used, the Offeror must provide evidence that the Offeror can attract and maintain well-qualified staff for the SCA rates it uses. In other words, it is not sufficient to simply use the SCA rates without providing rationale.

The Government encourages Offerors to be innovative in staffing plans and strategies that will be efficient, streamlined, and ultimately minimize labor cost. However, an Offeror who attempts to minimize labor cost by simply reducing labor rates may be viewed as not fully understanding the Government's requirement. The Government may associate risk with such a proposal.

#### 4. Uncompensated Overtime

This procurement essentially represents a dedicated staff performing at a Government facility. To maintain a level playing field for all Offerors, and to eliminate gimmickry through the use of uncompensated overtime, all cost proposals must be priced, excluding uncompensated overtime.

Although the Offeror's cost proposal must not include uncompensated overtime, FAR 52.237-10, Identification of Uncompensated Overtime, is incorporated in Section L. Consequently, if applicable, the Offeror must include with its proposal information on its uncompensated overtime practices as required by the clause.

The Government's requirement is based on a 40-hour workweek. During performance, employees may not draw from the Government requirement in excess of 8 hours per day, 40 hours per week, without prior Government approval, unless this is to accommodate a disclosed flexible work schedule.

#### 5. Compensation

FAR clause 52-222.46 – Evaluation of Compensation for Professional Employees is incorporated in Section I. The Offeror must provide the detailed information concerning compensation and fringe benefits required by the clause.

In addition to detailed salary information, the Offeror shall provide policies on all employee benefits, including but not limited to vacation pay; sick or family leave pay; holidays; medical, dental, and life insurance plans; overtime and shift differentials; employee stock option plans; bonus plans or other incentive programs; retirement plans; policies concerning training and career development; credit or compensatory time; and transportation reimbursement benefits.

The Offeror shall show how the compensation and fringe benefit information relates to, and impacts the costs of, the subject procurement. The Offeror shall provide cost information about each fringe benefit including how the cost will be recovered. If recovered through an indirect rate, the Offeror shall show clearly how the amount estimated above will be available for recovery for this specific contract.

If a non-incumbent Offeror's staffing plan includes retention of the existing staff, it shall explain how the retained staff's benefits will be integrated into its company, for example, accrued sick pay, seniority for accruing vacation time, etc.

#### 6. Labor Rates

In addition to the detailed instructions in the preceding paragraphs, the Offeror shall show all calculations used to compute the proposed direct labor rates and provide the basis and rationale for the labor rates; for example, company-wide bidding rates, current salary data for named individuals, survey data, or anticipated new hires, etc.

For individuals whose resumes are provided in the technical proposal, provide the current labor rates from payroll records and, also, those labor rates escalated to each contract year. For contingent hires or new employees, the Offeror shall indicate the extent of commitment; for example, a separate offering letter showing the agreed upon salary and signed by the contingent hire.

## 7. Staffing Requirements

The Offeror must estimate staffing requirements necessary to accomplish the described statements of work for CLINs 0001, 0002, and 0004, Transition, Contract Management and Administration, and Production Services. The Government's best estimate of direct labor years by functional area, required to perform CLIN 0003, Integrated Communications and Information Services, are provided in Section C.7. The Offeror shall develop a skill mix of the Government-estimated labor years that reflects its technical approach as described in Section L.6.B.1.b., Staffing. Labor years should not be interpreted to mean the number of people or employees. During performance, the Government requirement has peaks and valleys, and it is not linear.

## 8. Escalation

Actual labor escalation experienced during contract performance is unlikely to be significantly different between Offerors; therefore, the Government is providing escalation factors for labor in the below table. Offerors are encouraged to use the factors, but may utilize different factors as long as substantive, convincing documentation (including method of calculation and historical information) is provided.

Calendar Year	2002	2003	2004	2005	2006	2007
Escalation Factor	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%

## 9. Indirect Rates

### a. Government-Site Overhead Rate

CLINs 0001, 0002, and 0003 shall be performed in a Government facility, and CLIN 0004 may be performed at a Government facility, depending on the approach the Offeror elects. Therefore, the Government anticipates that the Offeror (and its subcontractors) will use a field overhead rate; that is, an overhead rate that reflects the fact that the work is not being performed in the Offeror's own facility. If for any portion of any line item the Offeror intends to draw on corporate or subcontract resources where a Government-site overhead rate is not available or not appropriate, that effort should be clearly shown and appropriately burdened.

The Offeror shall identify indirect rates that a Government audit agency has approved for forward pricing. If not approved, the Offeror shall state the basis of the proposed rate (i.e., previous year's actuals, current fiscal year-to-date, business plan, etc). The Offeror shall provide historical rate information, rationale, and other factors used to develop the proposed indirect rates used to cost the proposal. Also, the Offeror shall provide actual expense pool amounts, allocation bases, and rates which have been submitted to the Defense Contract Audit Agency (DCAA) (or other cognizant Government audit agencies) in its overhead rate proposal for establishing final indirect rates.

The Offeror is required to provide a schedule of its indirect rates and explain the allocation bases. Include all rates that the Offeror maintains in its accounting records that may be used during performance of this contract. Identify indirect rates that a Government audit agency has approved

for forward pricing. Show the rates, allocation bases, and evidence of Government review and approval.

If an Offeror has not previously maintained a field overhead rate but proposes one for this effort, it should ensure that sufficient information and detailed documentation is provided so that the rate may be evaluated without discussion. A copy of that detailed documentation should also be forwarded to the Offeror's cognizant DCAA office.

b. Indirect Rate Ceilings

The Offeror must include ceilings at the proposed rates for contract base years one and two, and must include ceilings that may be higher than proposed rates for the contract option years three, four, and five. Read the Indirect Rate Ceiling clause in Section J, Attachment J. 7 - Indirect Ceilings Rate, and insert ceilings in the table therein.

10. Other Direct Costs (ODCs)

For purposes of proposal preparation, the Government distinguishes between two types of ODCs : (1) those that are consistent among Offerors and/or would be difficult for Offerors to estimate, referred to as RFP-stipulated ODCs; and (2) those costs that are a function of each Offeror's (and subcontractor's) accounting practices and must be estimated by the Offeror, called Offeror-estimated ODCs.

a. RFP-Stipulated ODCs

Each Offeror shall include the following RFP-stipulated ODCs in the designated CLIN. The ODCs must be burdened in accordance with the Offeror's accounting practice.

CLIN	Description	Estimated Amount
0003	Direct costs, excluding travel, to support conference planning and logistics. For example: conference space rentals; equipment rental at conference location; logistics and facilities expenses; invitation printing and mailing	\$250,000 per contract year \$1,250,000 total for all years
0003	Long distance travel* costs, including airfare, local travel at conferences, per diem, subsistence.	\$50,000 per contract year \$250,000 total for all years
0003	Outside professional services, consultants and training in support of writing/editing, graphics, and multimedia/audio-visual services	\$200,000 per contract year \$1,000,000 total for all years
0004	Long distance travel* cost to support Production Services such as contractor personnel interfacing with Government Printing Office to ensure timely, quality, products.	\$ 2,500 per contract year \$12,500 total for all years

\* Long-distance travel is that which exceeds 20 miles from the Volpe Center. For local travel in and around Cambridge and Boston, the contractor is expected to utilize public transportation.

b. Offeror-estimated ODCs

The Offeror must provide an estimate for Offeror-estimated ODCs that it expects will be necessary to support each CLIN. Each type of ODCs must be identified and an amount estimated. ODCs not identified and priced in your proposal will not be billable during performance without prior approval by the CO. Offerors are discouraged from the use of "miscellaneous," but may do so provided the nature of the cost is identified and the amount is

relatively insignificant. Recovery of “miscellaneous” cost, if proposed, will be limited to the amount proposed.

The Offeror should include the following information for each cost element in the table below to assist the Government in its realism analysis: cost per contract year; total cost for all years, including option years; and the method of recovery. If the cost is a direct cost, the Offeror must show the CLIN to which the cost applies. If a cost is recovered through an indirect rate such as a fringe benefit rate, field overhead rate, or G&A rate, the Offeror must provide the detailed accounts making up the cost pool so the Government can establish that an amount that approximates the estimate for the subject cost element will be available under this contract.

#### OFFEROR-ESTIMATED ODCs

Cost
Advertising for recruitment
Employment agency fees
Relocation costs during transition
Ordinary relocation costs during contract performance
Cellular telephones, cellular telephone service, pagers and personal data assistants costs and depreciation
Meals other than long distance travel
Parking for employees beyond government provided allotment
Transit benefit
Postage, freight, courier costs other than direct costs to projects
Travel to/from corporate/divisional office
Maintenance cost or agreements for contractor-provided office equipment
Severance
Non-emergency closings of the Volpe Center
Outside copy services
Employee training (other than Government-directed) and tuition reimbursement
Salaries associated with the following functions: program reviews to corporate office; employee recruitment; cost control administration; public voucher preparation and review; reporting on project performance; human resources activities; payroll and timekeeping activities; purchasing

Offerors do not need to include in the proposal the cost associated with Government-furnished equipment and services that are identified in Section H.4 and elsewhere in Section C.

#### 11. Severance Cost

The Offeror shall state its policy concerning the payment of severance cost, provide an estimate of any severance pay that may be due upon completion of the contract term (including option years) in accordance with its severance pay policy, and state how those severance costs will be recovered, either through direct costs or through an indirect rate. If recovered through an indirect rate, the Offeror shall show clearly how the amount estimated above will be available for recovery under this specific contract. If severance is not proposed either directly or indirectly, it will not be recoverable.

12. Parking

The Government intends to provide on-site parking spaces for 45 percent of the on-site labor years for Contractor (and subcontractor) personnel at the time of contract award. The Offeror must state whether or not it will provide parking in addition to the spaces the Government makes available, the cost of the additional parking if provided, and how the cost will be recovered.

13. Subcontracts

Subcontractors must submit a cost proposal in accordance with the cost proposal instructions in this section. Subcontracts estimated to exceed \$550,000 should be supported by a Proposal Cover Sheet. All subcontractors must follow the same cost proposal instructions as the prime, except where noted. Regardless of dollar value, subcontract proposals must be adequately documented to facilitate an evaluation of proposed costs.

The Government anticipates that major subcontractors will be of the same type (firm-fixed-price for CLIN 0001 and cost-plus-award-fee for CLINs 0002, 0003, and 0004) as the prime contract. However, Offerors that enter into subcontracts other than on a cost-reimbursement type basis may make appropriate adjustments to the instructions and schedules. Information as to the type of subcontract contemplated and documentation to show why the contract type is anticipated must be included. The guidance in FAR Part 16 should be followed. For example, those Offerors contemplating time-and-material or labor-hour subcontracts shall follow the procedures specified in FAR Subpart 16.6. The following information should also be provided for time-and-material or labor-hour agreements (such as those with consultants): (1) Details of what cost elements are included in the rate and what costs, if any, will be charged in addition to the rate; (2) The result of the Offeror's analysis of invoices submitted to other clients by the subcontractor or consultant which support the proposed rate or rates; (3) A signed statement from the consultant or the subcontractor that the proposed rate is a "Most Favored Customer Rate," or the reason it was not offered; and (4) A rate comparison from the Offeror which indicates that the rate proposed is comparable to the rates other consultants or subcontractors receive for performing similar types of work.

It is the responsibility of the prime Contractor to review and evaluate the subcontract proposal and accompanying cost or pricing data and furnish the results of such review to the Government as part of their cost submission, regardless of whether the details are provided to the prime Offeror or separately to the Government. The prime's review should be as detailed as the information provided by the subcontractor directly to the prime permits. A subcontractor whose evaluation is considered insufficient by the Government either because the data submitted to the Government is incomplete or because the prime fails to conduct and document a comprehensive evaluation may be deleted from technical consideration and the prime's technical proposal will be evaluated without it.

14. Cost of Money

Attach supporting calculations and appropriate forms.

15. Award Fee and Profit Objectives

Award fee and profit are a function of competition, but the weighted guidelines method in TAM 1215.9 and Appendix E may be used to evaluate them. The Cost Proposal should contain

adequate data and rationale for any consideration you want included for Contract Risk and Special Factors.

16. Accounting System

The Government cannot award a cost-type contract (or approve a cost-type subcontract) if the Offeror (or subcontractor) does not have an accounting system approved by the Defense Contract Audit Agency or other Government audit agency. Provide evidence of approval. If the accounting system has not been approved, provide information that will satisfy the Government that the Offeror understands the requirements of an accounting system for Government cost-type contracts thereby convincing the Government that accounting system approval is likely.

17. Checklist

To facilitate cost proposal preparation, a checklist is provided as Schedule 2 for use by the prime Offeror and each subcontractor. The checklist should be completed and submitted as part of your proposal.

18. General Instructions

The Offeror shall submit a signed Proposal Cover Sheet (Schedule 1) and information other than cost and pricing data as set forth below. Summary data shall be placed on the Proposal Cover Sheet with Schedules 2 through 15 supporting it.

19. Instructions: CLIN 0001 - Contract Transition

- a. Direct labor. Required resources are to be estimated by the Offeror. Provide labor rate information in accordance with Section L.7.C.3 to L.7.C.6.
- b. Escalation instructions are provided in Section L.7.C.8
- c. Indirect rates instructions are included in Section L.7.C.9.  
Note: transition could involve efforts not performed at the Volpe Center.
- d. ODCs. No RFP-stipulated ODCs.  
There could be considerable Offeror-estimated, non-recurring ODCs including, for example, utilization of corporate resources, travel, and relocation expenses.
- e. Cost of Money. See Section L.7.C.14.
- f. Profit. See Section L.7.C.15

20. Instructions: CLIN 0002 - Contract Management and Administration

- a. Direct labor. Required resources are to be estimated by the Offeror. Provide labor rate information in accordance with Section L.7.C.3 to L.7.C.6.
- b. Escalation instructions are provided in Section L.7.C.8
- c. Indirect rates instructions are included in Section L.7.C.9.



- d. ODCs. No RFP-stipulated ODCs.  
Offerors must estimate all ODCs consistent with its accounting practices.
  - e. Cost of Money. See Section L.7.C.14.
  - f. Award Fee. See Section L.7.C.15
21. Instructions: CLIN 0003 - Integrated Communications and Information Services
- a. Direct labor. Government provides labor years by functional area. Offerors must develop labor categories and skill mix levels consistent with its technical approach to personnel resources management. Provide labor rate information in accordance with Section L.7.C.3 to L.7.C.6.
  - b. Escalation instructions provided are in Section L.7.C.8
  - c. Indirect rates instructions are included in Section L.7.C.9.
  - d. ODCs. RFP-Stipulated ODCs are included in Section L.7.C.10. Offerors must also estimate ODCs consistent with its accounting practices.
  - e. Cost of Money. See Section L.7.C.14.
  - f. Award Fee. See Section L.7.C.15
22. Instructions: CLIN 0004 - Production Services
- a. Offeror must provide information on its technical approach to satisfying the requirement, which could include dedicated equipment on-site at the Volpe Center, drawing on corporate resources, teaming with commercial reproduction vendors, or a combination. Equipment to perform production services, excluding convenience copiers is NOT provided by Government. Estimated production workload is provided in Section J, Attachment J.10, Estimated Annual Volumes. Disclose clearly estimated costs and recovery method.
  - b. Direct labor. Required resources are to be estimated by the Offeror; include labor for GPO liaison . Provide labor rate information in accordance with Section L.7.C.3 to L.7.C.6.
  - c. Escalation instructions are provided in Section L.7.C.8
  - d. Indirect rates instructions are included in Section L.7.C.9.
  - e. ODCs. RFP-stipulated ODCs is provided in Section L.C.7.10 for travel associated with quality control of GPO activity. GPO costs are paid directly by Government and not passed through contractor's books and records, so there is no contractor burden on those costs. Offerors must estimate all ODCs consistent with its accounting practices.
  - f. Cost of Money. See Section L.7.C.14.
  - g. Award Fee. See Section L.7.C.15

## Schedule 1

## Proposal Cover Sheet

## Prime or Subcontractor Name:

PROPOSAL COVER SHEET			1. SOLICITATION/CONTRACT/MODIFICATION NUMBER			
2a. NAME OF OFFEROR			3a. NAME OF OFFEROR'S POINT OF CONTACT			
2b. FIRST LINE ADDRESS			3b. TITLE OF OFFEROR'S POINT OF CONTACT			
2c. STREET ADDRESS			3c. TELEPHONE		3c. FACSIMILE	
2d. CITY	2e. STATE	2f. ZIP ----	AREA CODE	NUMBER	AREA CODE	NUMBER
4. TYPE OF CONTRACT OR SUBCONTRACT ( <i>Check</i> ) <input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> FPI <input type="checkbox"/> OTHER ( <i>Specify</i> )			5. <input type="checkbox"/> PRIME OFFEROR <input type="checkbox"/> SUBCONTRACTOR _____ PRIME OFFEROR'S NAME			
6. ESTIMATED COST, FEE AND PROFIT INFORMATION A. ESTIMATED COST B. FIXED FEE C. AWARD FEE D. PROFIT E. TOTAL COST, FEE, AND PROFIT						
7. PROVIDE THE FOLLOWING						
NAME OF COGNIZANT CONTRACT ADMINISTRATIVE AGENCY			NAME OF COGNIZANT GOVERNMENT AUDIT AGENCY			
STREET ADDRESS			STREET ADDRESS			
CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE	
TELEPHONE	AREA CODE	NUMBER	TELEPHONE	AREA CODE	NUMBER	
FACSIMILE	AREA CODE	NUMBER	FACSIMILE	AREA CODE	NUMBER	
NAME OF CONTACT			NAME OF CONTACT			
PROPERTY SYSTEM <input type="checkbox"/> Reviewed by cognizant contract administrative <input type="checkbox"/> Reviewed by cognizant contract administrative <input type="checkbox"/> Never reviewed			APPROXIMATE DATE OF LAST AUDIT			
			PURPOSE OF AUDIT (e.g. proposal review, establishment of billing rates, finalize indirect rates, etc.)			
PURCHASING SYSTEM <input type="checkbox"/> Reviewed by cognizant contract admin agency; determined acceptable <input type="checkbox"/> Reviewed by cognizant contract admin agency; determined not acceptable <input type="checkbox"/> Never reviewed			ACCOUNTING SYSTEM <input type="checkbox"/> Audited and determined acceptable <input type="checkbox"/> Audited and determined not acceptable <input type="checkbox"/> Never audited			
			OFFEROR'S FISCAL YEAR			
8a. NAME OF OFFEROR ( <i>Typed</i> )			9. NAME OF FIRM			
8b. TITLE OF OFFEROR ( <i>Typed</i> )						
10. SIGNATURE				11. DATE OF SUBMISSION		

## Schedule 2

## Offeror and Subcontractor Checklist

Prime or Subcontractor Name: \_\_\_\_\_

Cost Proposal: Original and Three Copies	Page Reference
Section I: Solicitation Documents SF 33 including acknowledgements and Section K of solicitation	
Schedule 1: Proposal Cover Sheet	
Information on integration of existing staff into the new contract or the hiring of new staff.	
Information on Uncompensated Overtime and flexible work schedule in accordance with L.7.C.4	
Information on salaries and fringe benefits required by FAR Clause 52.222-46 Evaluation of Compensation for Professional Employees and L.7.C.5	
Explanation of fringe benefits applicable to retained existing staff, if any	
Severance cost information and policy	
Detailed explanation and calculations for direct labor rates	
Identification of employees for those whose resumes are provided in the technical proposal, by CLIN, and their labor rates	
Offeror's allocation of labor years between skills in CLIN 0003	
Identification of labor and other resources required for CLINs 0001, 0002, and 0004.	
Calculations and documentation for proposed labor escalation, if different from Government recommended	
Detailed information for all indirect rates	
Identification of ceilings on all indirect rates proposed	
Inclusion of RFP-stipulated ODCs	
Explanation and calculations to support Offeror-estimated ODCs	
Detailed cost information on approach to Production Services in CLIN 0004 including, when applicable: copy price lists, planned equipment acquisitions, method of cost recovery, or use of other copy resources	
Complete subcontract packages including Prime Offeror's comments on its evaluation of them	
Calculations supporting Cost of Money, if proposed	
Comments for CO's consideration for award fee and profit	
Information on accounting system	

## Schedule 3

## Proposal Summary

Prime or Subcontractor Name: \_\_\_\_\_

Contract Line Item Number (CLIN)	CLIN Title	Estimated Cost	Award Fee	Profit	Total Cost and Fee/Profit
0001	Contract Transition	\$		\$	\$
0002	Contract Management and Administration	\$	\$		\$
0003	Integrated Communications and Information Services	\$	\$		\$
0004	Production Services	\$	\$		\$
	Total	\$	\$	\$	\$

## Schedule 4

CLIN 0001 Contract Transition

Schedule of Cost Details and Profit

Prime or Subcontractor Name: \_\_\_\_\_

Cost Category	Rates	Amount
Direct Labor		\$
Fringe Benefits	%	\$
Field Overhead	%	\$
Other		\$
Subcontracts		\$
1.		\$
2.		\$
3.		\$
Total Subcontracts		\$
Offeror-Estimated ODCs		\$
1.		\$
2.		\$
Total Offeror-Estimated ODCs		\$
Subtotal		\$
G&A	%	\$
Cost of Money		\$
Total Costs		\$
Profit		\$
Total Cost and Profit		\$

Schedule 5

CLIN 0001

Summary of Direct Labor Cost

Prime or Subcontractor Name: \_\_\_\_\_

Labor Category	Hours	Hourly Rate	Amount
Category A		\$	\$
Category B		\$	\$
Category C		\$	\$
Category D		\$	\$
Category E		\$	\$
Category F		\$	\$
Category G		\$	\$
	Total Hours:		Total Labor: \$

Schedule 6

CLIN 0002 Contract Management and Administration

Summary of Estimated Cost and Award Fee

Prime or Subcontractor Name: \_\_\_\_\_

CLIN 0002	Contract Management and Administration		
	Estimated Cost	Award Fee	Estimated Cost and Fee
Base Period: Contract Year 1	\$	\$	\$
Base Period: Contract Year 2	\$	\$	\$
Option 1: Contract Year 3	\$	\$	\$
Option 2: Contract Year 4	\$	\$	\$
Option 3: Contract Year 5	\$	\$	\$
Total	\$	\$	\$

## Schedule 7

CLIN 0002 Contract Management and Administration

Schedule of Cost Details and Award Fee

Prime or Subcontractor Name: \_\_\_\_\_

Cost Category	Rates	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Total
Direct Labor (show details)		\$	\$	\$	\$	\$	\$
Fringe Benefits	%	\$	\$	\$	\$	\$	\$
Field Overhead	%	\$	\$	\$	\$	\$	\$
Other		\$	\$	\$	\$	\$	\$
Subcontracts		\$	\$	\$	\$	\$	\$
1.		\$	\$	\$	\$	\$	\$
2.		\$	\$	\$	\$	\$	\$
3.		\$	\$	\$	\$	\$	\$
Total Subcontracts		\$	\$	\$	\$	\$	\$
Other Direct Costs (ODCs)		\$	\$	\$	\$	\$	\$
RFP-Stipulated ODCs		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$
Offeror-Estimated ODCs		\$	\$	\$	\$	\$	\$
1.		\$	\$	\$	\$	\$	\$
2.		\$	\$	\$	\$	\$	\$
Total Offeror-Estimated ODCs		\$	\$	\$	\$	\$	\$
Subtotal		\$	\$	\$	\$	\$	\$
G&A	%	\$	\$	\$	\$	\$	\$
Cost of Money		\$	\$	\$	\$	\$	\$
Total Cost		\$	\$	\$	\$	\$	\$
Award Fee		\$	\$	\$	\$	\$	\$
Total Cost Plus Award Fee		\$	\$	\$	\$	\$	\$



## Schedule 8

CLIN 0002

Summary of Direct Labor Cost

Prime or Subcontractor Name: \_\_\_\_\_

	Contract Year 1			Contract Year 2			Contract Year 3			Contract Year 4			Contract Year 5		
Labor Category	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
Category A		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Category B		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Category C		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Category D		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Category E		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Category F		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Category G		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Category H		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Grand Total			\$			\$			\$			\$			\$

## Schedule 9

## CLIN 0003 Integrated Communications and Information Services

## Summary of Estimated Cost and Award Fee

Prime or Subcontractor Name: \_\_\_\_\_

CLIN 0003	Integrated Communications and Information Services		
	Estimated Cost	Award Fee	Estimated Cost and Award Fee
Base Period: Contract Year 1	\$	\$	\$
Base Period: Contract Year 2	\$	\$	\$
Option 1: Contract Year 3	\$	\$	\$
Option 2: Contract Year 4	\$	\$	\$
Option 3: Contract Year 5	\$	\$	\$
Total	\$	\$	\$

## Schedule 10

CLIN 0003 Integrated Communications and Information Services  
 Schedule of Cost Details and Award Fee  
 Prime or Subcontractor Name:

Cost Category	Rates	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Total
Direct Labor		\$	\$	\$	\$	\$	\$
Fringe Benefits (1)	%	\$	\$	\$	\$	\$	\$
Field Overhead (2)	%	\$	\$	\$	\$	\$	\$
Other (3)		\$	\$	\$	\$	\$	\$
Subcontracts		\$	\$	\$	\$	\$	\$
1.		\$	\$	\$	\$	\$	\$
2.		\$	\$	\$	\$	\$	\$
3.		\$	\$	\$	\$	\$	\$
Total Subcontracts		\$	\$	\$	\$	\$	\$
Other Direct Costs (ODCs)		\$	\$	\$	\$	\$	\$
RFP-Stipulated ODCs		\$	\$	\$	\$	\$	\$
Offeror-Estimated ODCs (4)		\$	\$	\$	\$	\$	\$
1.		\$	\$	\$	\$	\$	\$
2.		\$	\$	\$	\$	\$	\$
Total Offeror-Estimated ODCs		\$	\$	\$	\$	\$	\$
Subtotal		\$	\$	\$	\$	\$	\$
G&A	%	\$	\$	\$	\$	\$	\$
Cost of Money		\$	\$	\$	\$	\$	\$
Total Cost		\$	\$	\$	\$	\$	\$
Award Fee		\$	\$	\$	\$	\$	\$
Total Cost Plus Award Fee		\$	\$	\$	\$	\$	\$

## Schedule 11

CLIN 0003

Summary of Direct Labor Cost by Functional Area

Prime or Subcontractor Name: \_\_\_\_\_

	Contract Year 1			Contract Year 2			Contract Year 3			Contract Year 4			Contract Year 5		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
<b>Writing and Editing</b>															
Category A		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Category B		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Category C		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Total W&E		\$	\$			\$			\$			\$			\$
<b>Graphics</b>															
Category A		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Category B		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Category C		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Total Graphics			\$			\$			\$			\$			\$
<b>Multimedia/Audio-Visual</b>															
Category A		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Category B		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Total M/A-V			\$			\$			\$			\$			\$
<b>Conf Planning &amp; Logistics</b>															
Category A		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Category B		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Category C		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Total Conf P/L		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
<b>Grand Total</b>			\$			\$			\$			\$			\$

## Schedule 12

CLIN 0003

Level of Effort Allocation Between Prime and Subcontractors (See Note)

Annual Requirement

Schedule not applicable to subcontractors

	Writing and Editing	Graphics	Multimedia/Audio-Visual	Conference Planning and Logistics	Total Hours
Prime:					
Subcontractor A					
Subcontractor B					
Subcontractor C					
Subcontractor D					
Total	20,870 hours	10,435 hours	4,174 hours	6,261 hours	41,740

Note. Annual level of effort in Section C.7 is in labor years. The above table is converted to labor hours using the required 2,087 hours per year. If the annual allocation varies from contract year to contract year, provide copies of the table and identify the contract year.

## Schedule 13

CLIN 0004 Production Services

Summary of Estimated Cost and Award Fee

Prime or Subcontractor Name: \_\_\_\_\_

CLIN 0004	Production Services		
	Estimated Cost	Award Fee	Estimated Cost and Award Fee
Base Period: Contract Year 1	\$	\$	\$
Base Period: Contract Year 2	\$	\$	\$
Option 1: Contract Year 3	\$	\$	\$
Option 2: Contract Year 4	\$	\$	\$
Option 3: Contract Year 5	\$	\$	\$
Total	\$	\$	\$

## Schedule 14

CLIN 0004 Production Services

Schedule of Estimated Costs and Award Fee

Prime or Subcontractor Name: \_\_\_\_\_

Cost Category	Rates	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Total
Direct Labor		\$	\$	\$	\$	\$	\$
Fringe Benefits	%	\$	\$	\$	\$	\$	\$
Field Overhead	%	\$	\$	\$	\$	\$	\$
Other		\$	\$	\$	\$	\$	\$
Subcontracts		\$	\$	\$	\$	\$	\$
1.		\$	\$	\$	\$	\$	\$
2.		\$	\$	\$	\$	\$	\$
3.		\$	\$	\$	\$	\$	\$
Total Subcontracts		\$	\$	\$	\$	\$	\$
Other Direct Costs (ODCs)		\$	\$	\$	\$	\$	\$
RFP-Stipulated		\$	\$	\$	\$	\$	\$
Offeror-Estimated		\$	\$	\$	\$	\$	\$
1.		\$	\$	\$	\$	\$	\$
2.		\$	\$	\$	\$	\$	\$
Total Offeror-Estimated ODCs		\$	\$	\$	\$	\$	\$
Subtotal		\$	\$	\$	\$	\$	\$
G&A	%	\$	\$	\$	\$	\$	\$
Cost of Money		\$	\$	\$	\$	\$	\$
Total Costs		\$	\$	\$	\$	\$	\$
Award Fee		\$	\$	\$	\$	\$	\$
Total Cost Plus Award Fee		\$	\$	\$	\$	\$	\$

## Schedule 15

CLIN 0004

Summary of Direct Labor Cost

Prime or Subcontractor Name: \_\_\_\_\_

	Contract Year 1			Contract Year 2			Contract Year 3			Contract Year 4			Contract Year 5		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
Category A		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Category B		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Category C		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Category D		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Category E		\$	\$		\$	\$		\$	\$		\$	\$		\$	\$
Grand Total			\$			\$			\$			\$			\$



## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulations: <http://www.arnet.gov/far>

Department of Transportation Acquisition Regulations: <http://www.dot.gov/ost/m60>

NUMBER	TITLE	DATE
52.217-5	Evaluation of Options	JUL 1990

### **M.2 GENERAL**

#### **M.2.A. BASIS FOR AWARD**

It is the Government's intent to make award based upon initial offers without entering into discussions or negotiations. Award will be made to the responsive and responsible Offeror whose offer will provide the greatest overall value to the Government, based on the technical proposal, the cost/business proposal, and other factors. While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions. In that case, the CO will proceed to establish a competitive range and conduct negotiations with the firms in that range.

#### **M.2.B. ORDER OF IMPORTANCE**

The technical evaluation factors which are addressed in the technical proposal, when combined, are significantly more important than cost in the selection of a Contractor for award. Notwithstanding this fact, Offerors are cautioned not to minimize the importance of the cost proposal. The degree of the importance of evaluated cost will increase as the technical proposals submitted are evaluated as more equal. When the technical proposals are evaluated as essentially equal, evaluated cost may become the determining factor in making an award.

### **M.3 TECHNICAL PROPOSAL EVALUATION**

The Offeror's technical proposal will be evaluated in accordance with the criteria described below.

The first two factors (Technical Approach and Staffing) are of equal weight and together comprise more than half of the total weight. The third and fourth factors (Management Approach and Transition Approach) are of equal weight and each is of lesser weight than either of the first two factors. The fifth factor (Past Performance) is of lesser weight than either the third or fourth factor.

### **M.3.A. TECHNICAL APPROACH (WRITTEN AND ORAL)**

The purpose of this factor is to assess: (1) the Offeror's understanding approach to performing all functional areas identified in CLIN 0003 Integrated Communications and Information Services, and CLIN 0004, Production Services, of the SOW; (2) the Offeror's experience and capabilities in all functional areas identified in the SOW (CLIN 0003 and 0004); understanding of and approach to the portfolio of tasks currently performed at the Volpe Center; and (3) the Offeror's understanding of the Government's requirements as demonstrated by the effectiveness of its response to the hypothetical task given in Section L. These sub-factors are of equal importance.

### **M.3.B. STAFFING (WRITTEN)**

The purpose of this factor is to assess the depth and breadth of the proposed personnel in each of the respective functional areas of CLIN 0003, Integrated Communications and Information Services, and CLIN 0004, Production Services, in terms of technical expertise, experience, education, multi-disciplinary capabilities and accomplishments relevant to the requirements as outlined in the SOW, CLIN 0003 and 0004.

### **M.3.C. MANAGEMENT APPROACH (WRITTEN AND ORAL)**

The purpose of this factor is to assess: (1) the Offeror's management team and approach to managing the overall contract; (2) the Offeror's approach to project staffing; (3) the Offeror's approach to cost control at the contract and task level; and (4) the Offeror's approach to the contract administration function. These sub-factors are of equal importance.

### **M.3.D. TRANSITION APPROACH (ORAL)**

The purpose of this factor is to assess the Offeror's approach to transitioning from the current IISS contract to the new contract. This factor includes assessment of: (1) the degree to which disruption to ongoing tasks and sponsoring organization relationships is minimized; and (2) probability of success. These sub-factors are of equal importance.

### **M.3.E. PAST PERFORMANCE (WRITTEN)**

The purpose of this factor is to assess the ability of the Offeror to perform successfully based upon an evaluation of its relevant past performance history on tasks of the type and complexity described in the SOW. Contracts/tasks on which proposed personnel played a significant role will be considered relevant. This factor includes assessment of: (1) quality of product/service; (2) timeliness of performance; (3) cost control; and (4) business relations. These sub-factors are of equal importance.

If an Offeror has affirmatively stated that it has no relevant past performance history, and there is no evidence to the contrary, the Offeror will not be rated favorably or unfavorably on past performance.

## **M.4 COST EVALUATION CRITERIA**

The cost proposal will not be numerically scored. Proposed costs will be evaluated to establish that they are fair and reasonable, and that they demonstrate cost realism. Cost realism, as defined and discussed in FAR 15.401 and 15.404-1(d), will be conducted on all CLINs, but probable cost

will be calculated only for CLINs 0002, 0003, and 0004. The evaluated price is the sum of the probable cost developed for CLINs 0002, 0003, and 0004, the proposed award fees, and the proposed price for CLIN 0001. That evaluated price will be the amount used to determine best value.

As stated in Section M.2.B, the results of the cost proposal evaluation will increase in importance if the technical proposal results are similar. And further, as the evaluated prices are similar, other cost-related factors will assume increased importance.

The following factors are cost considerations, not necessarily in any order of importance.

- Compensation of professional employees [evaluated in accordance with FAR 52.222-46];
- Competitiveness of the proposed award fee. [Profit and award fee are a function of competition; however, they may be evaluated using weighted guidelines techniques as described in the Transportation Acquisition Manual];
- Closeness of indirect rate ceilings to the proposed indirect rates in contract option years 3, 4, and 5; and
- Risk associated with a proposal that fails, or partially fails, to satisfactorily and convincingly support its proposal.

**SECTION J – ATTACHMENTS**

- J.1 PERFORMANCE EVALUATION PLAN
- J.2 ELECTRONIC SUBMISSION REQUIREMENTS
- J.3 PROJECT SUMMARY REPORT
- J.4 BILLING INSTRUCTIONS AND PROCEDURES FOR CONTRACTOR
- J.5 WORK ORDER SYSTEM PROCEDURES
- J.6 USER ACCOUNTABILITY SYSTEM FORMATS AND REPORTS
- J.7 INDIRECT RATE CEILINGS
- J.8 U.S. DEPT. OF LABOR WAGE DETERMINATIONS NO. 1994-2256, REV. 15
- J.9 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY
- J.10 ESTIMATED ANNUAL VOLUMES

**ATTACHMENT J.1 PERFORMANCE EVALUATION PLAN**

**PERFORMANCE EVALUATION PLAN**

**FOR**

**Contract No.** \_\_\_\_\_

**With** \_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
(Signature) (Date)  
Fee Determination Official

\_\_\_\_\_  
(Typed Name) (Title)

## Introduction

This plan covers the administration of the award fee provisions for Contract Management and Administration (CLIN 0002), Integrated Communications and Information Services (CLIN 0003), and Production Services (CLIN 0004) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, with \_\_\_\_\_.

The award fees for CLINs 0002, 0003, and 0004 will be pooled and treated as one award fee to be distributed in accordance with this plan. The term of each contract line item (CLIN) covered by this plan, its estimated cost and the maximum available award fee by contract year is in the table below. (The base fee is zero.)

<b>Contract Year</b>	<b>Estimated Cost</b>	<b>Maximum Award Fee Available</b>
Base Year 1		
Base Year 2		
Option 1, Contract Year 3		
Option 2, Contract Year 4		
Option 3, Contract Year 5		

The estimated cost and award fee are subject to equitable adjustments arising from changes or other contract modifications. The award fee payable will be determined periodically by the Fee Determination Official (FDO) in accordance with this plan. Award fee not earned in the first six months of the contract evaluation period will be accumulated and will be available for allocation in the second period of the same contract year. Award fee may be rolled within the contract year only. At the conclusion of the contract year, award fee not earned during the year will not be accumulated and will not be available for allocation in subsequent periods.

Award fee determinations are not subject to the Disputes clause of the contract. The FDO may unilaterally change this plan, unless otherwise requiring mutual agreement under the contract, provided the Contractor receives notice of the changes at least 45 calendar days PRIOR TO the beginning of the evaluation period to which the changes apply.

## Organizational Structure for Award Fee Administration

The following organizational structure is established for administering the award fee provisions of the contract.

### Fee Determination Official (FDO)

The FDO is the Director, Office of Strategic Programs and Resource Planning. Primary FDO responsibilities are: (1) Determining the award fee earned and payable for each evaluation period; and (2) Changing the matters covered in this plan when appropriate.

### Chair, Performance Evaluation Board (Board)

The Chair of the Board is the Chief, Resource Planning and Management Analysis Division. The Chair will appoint Board members prior to the start of each evaluation period. Primary responsibilities of the Board are: (1) Conducting periodic evaluations of Contractor performance

and submitting a written report to the FDO covering the Board's findings and recommendations for each evaluation period; and (2) Recommending changes to this plan to the FDO to improve the process or performance of the Contractor.

### Evaluation Methods

The evaluation periods, available fees, factors, weights, and criteria are attached to this plan as indicated below.

<b>Requirement</b>	<b>Attachment</b>
Evaluation Periods, Available Fee, Factors, and Weights	A
Evaluation Criteria for Factor No. 1	B.1
Evaluation Criteria for Factor No. 2	B.2
Evaluation Criteria for Factor No. 3	B.3
Evaluation Criteria for Factor No. 4	B.4

The Board will assess the Contractor's performance and assign a rating for each evaluation criteria. Using the assigned weights as guidance, the Board will create a summary performance rating. Rating levels and descriptions for both the evaluation factors and summary evaluation are listed below.

<b>Adjectival Rating</b>	<b>Description</b>
Excellent	Exceptional merit exhibited against Contract and task-level requirements; achievement of distinguished results; numerous strengths observed; no performance deficiencies or weaknesses observed.
Very Good	Fully responsive and compliant with all contract and task-level requirements; highly effective results; a number of strengths; no more than one or two performance weaknesses observed; no performance deficiencies noted; weaknesses have no impact on overall contract performance.
Satisfactory	Fully responsive with all contract and task-level requirements; adequate results; some strengths observed; some performance weaknesses noted; few, if any, deficiencies noted; deficiencies have only a limited impact on overall work performance.
Poor	While responsive to contract and task-level requirements, results are less than adequate; performance weaknesses and/or deficiencies noted with a clear impact on overall contract performance; no strengths observed; a number of weaknesses and deficiencies noted; risk of unacceptable performance in future is high.
Unacceptable	Inadequate or limited results in meeting contract and task-level requirements; significant reportable deficiencies noted which adversely impact overall contract performance. Immediate corrective action required.

For purposes of assigning ratings, the following definitions are provided:

Performance Strength

A performance feature which substantially exceeds the Government's requirements at the contract or task-level with regards to quality, effort, costs, schedule, and impact.

Performance Weakness

Performance that only marginally meets the Government's requirements as stated at the contract or work order level.

Performance Deficiency

Failures to address, perform, and/or meet contract or task-level requirements or performance evaluation criteria.

Summary performance ratings will form the basis for the award fee determination. The chart below provides guidance for converting the summary rating to a fee determination.

<b>Summary Rating</b>	<b>Percentage of Fee</b>
Excellent	90 – 100
Very Good	71 – 89
Satisfactory	31 – 70
Poor	10 – 30
Unacceptable	0

The fee percentage indicated in the above conversion table and the element weights in Attachment A are quantifying devices. Their sole purpose is to provide guidance in arriving at a general assessment of the amount of interim or final award fee earned. In no way do they imply an arithmetical precision to any judgmental determination of the Contractor's overall performance and amount of interim or final award fee earned.

**Method for Determining Award Fee**

A determination of the award fee earned for each evaluation period will be made by the FDO within 60 days after the end of the period. The method to be followed in monitoring, evaluating and assessing Contractor performance during the period, as well as for determining the award fee earned or paid, is described below.

The Chair will convene the Board prior to the start of each performance period. Board members will review the Performance Evaluation Plan and establish a plan for monitoring performance of each evaluation factor. Board members will be selected on the basis of their expertise relative to performance areas of emphasis. The Chair will ensure that each Board member receives a current copy of this plan and appropriate orientation and guidance. The Chair will request and obtain additional performance information from other units or personnel normally involved in observing Contractor performance, as appropriate.

Promptly after the end of each evaluation period, the Board will meet to consider all the performance information it has obtained. At the meeting, the Board will assign a summary rating



based upon its preliminary findings and recommendations. The Board may then meet with the Contractor to discuss the preliminary findings and recommendations. At this meeting, the Contractor is given an opportunity to submit information on its behalf, including an assessment of its performance during the evaluation period. After meeting with the Contractor, the Board will consider matters presented by the Contractor and finalize the summary rating and fee recommendations for the evaluation report.

The Chair will prepare the final report for the period and submit it to the FDO for use in determining the award fee earned. The Contractor may be notified of the Board's recommendation. The Contractor may provide additional information for consideration by the FDO. When submitting the report, the Chair will inform the FDO whether the Contractor desires to present any matters to the FDO before the award fee determination is made.

The FDO will consider the evaluation report and discuss it with the Chair and other personnel, as appropriate. The FDO will consider the recommendations of the Board; information provided by the Contractor, if any; and any other pertinent information in determining the amount of award fee to be paid for the period. The FDO's determination of the amount of award fee to be paid and the basis for this determination will be stated in writing.

The Contracting Officer (CO) will notify the Contractor of the FDO's determination. Upon request, the Contractor will be provided with a debriefing by the FDO.

### **Changes in Plan Coverage**

#### Right to Make Unilateral Changes

Any matters covered in this plan not otherwise requiring mutual agreement under the contract may be changed unilaterally by the FDO prior to the beginning of an evaluation period by timely notice to the Contractor in writing. The changes will be made without formal modification of the contract.

#### Method for Changing Plan Coverage

Personnel involved in the administration of the award fee provisions of the contract are encouraged to recommend plan changes with a view toward changing management emphasis, motivating higher performance levels or improving the award fee determination process. Recommended changes should be sent to the Board for consideration and drafting.

Prior to the end of each evaluation period, the Board will submit its recommended changes, if any, applicable to the next evaluation period for approval by the FDO with appropriate comments and justification.

45 calendar days before the beginning of each evaluation period, the CO will notify the Contractor in writing of any changes to be applied during the next period. If the Contractor is not provided with this notification, or if the notification is not provided within the agreed-to number of working days before the beginning of the next period, then the existing plan will continue in effect for the next evaluation period.

<b>Action</b>	<b>Schedule (Calendar days)</b>
Board drafts proposed changes	Ongoing
Board submits recommended changes to FDO for approval	75 days prior to end of each period.
Through CO, FDO notifies Contractor as to whether or not there are changes	45 days before start of the applicable period.

**ATTACHMENT A**  
**EVALUATION PERIODS, AVAILABLE AWARD FEE, AND EVALUATION FACTORS**  
**& WEIGHTS**

Contract No. \_\_\_\_\_

With \_\_\_\_\_

<b>Period Number</b>	<b>Start Date</b>	<b>End Date</b>	<b>Max. Avail. Award Fee</b>
1	October 1, 2002	March 31, 2003	
2	April 1, 2003	September 30, 2003	
3	October 1, 2003	March 31, 2004	
4	April 1, 2004	September 30, 2004	
5	October 1, 2004	March 31, 2005	
6	April 1, 2005	September 30, 2005	
7	October 1, 2005	March 31, 2006	
8	April 1, 2006	September 30, 2006	
9	October 1, 2006	March 31, 2007	
10	April 1, 2007	September 30, 2008	

**Performance Evaluation Factors and Weights**

<b>Evaluation Factor</b>	<b>Weight</b>
1. Technical Capability and Quality of Products and Services	60%
2. Staffing	20%
3. Cost Control	20%

**ATTACHMENT B.1**  
**EVALUATION CRITERIA FOR FACTOR NO. 1 –**  
**QUALITY OF INTEGRATED COMMUNICATIONS AND INFORMATION SERVICES**  
**(CLIN 0003) PRODUCTS/SERVICES and WORK ORDER MANAGEMENT (CLIN 0002)**

**Factor Weight:** 60%

**Factor Description:** Quality of CLINs 0003 Products/Services and 0002 Work Order Management – excellence in the quality of the products/services provided; quality of work order management; and quality of customer service.

**Sub-factors to Consider:**

- Delivers quality products and services in accordance with work orders
- Provides sound management to meet work order goals on time and within budget
- Provides excellent customer service to work order initiators

**Evaluation Criteria:**

- Contractor's performance satisfies work order initiators' expectations and yields highly effective results
- Technical tasks meet project goals on schedule and within budget
- Deliverables meet quality requirements of Volpe initiators
- Contractor provides comprehensive advice on communications and information service and production options
- Contractor achieves seamless coordination among multiple contract functions
- Contractor identifies, and when available, utilizes state of the art equipment and technology
- Contractor adheres to contract requirements regarding production of products, ensuring all material is printed or produced appropriately, and in accordance with contract requirements

**Basis for Measuring Performance:**

- Survey (formal and/or ad hoc) of contract users
- Monthly Project Summary Reports
- Twice yearly Project Summary Presentations
- Monthly Contract Labor Reports

**ATTACHMENT B.2**  
**EVALUATION CRITERIA FOR FACTOR NO. 2 – CONTRACT MANAGEMENT AND**  
**ADMINISTRATION (CLIN 0002)**

**Factor Weight:** 20%

**Factor Description:** Overall contract management including planning, quality control, supervision, staffing, work order cost control, and contract administration.

**Sub-factors to Consider:**

- Effectiveness of management structure, team, and systems
- Work order staffing
- Contract administration is complete and timely

**Evaluation Criteria:**

- Management team is high caliber
- Management systems are efficient and effective for management decision-making
- Tasks are staffed cost effectively with appropriately skilled and motivated personnel whose performance enhances task outcomes
- Unwanted turnover is kept to a minimum; project schedules and deliverables are minimally disrupted when turnover occurs
- Ensures overall contract staffing minimizes downtime between tasks
- Obtains new skill requirements quickly, efficiently, and effectively
- Work orders are processed timely and files are complete.
- UAS input files are timely and accurate.
- Ensure charges against work orders do not exceed authorized funding levels and notifies initiators when 75 percent of funds are expended.

**Basis for Measuring Performance:**

- Survey (formal and/or ad hoc) of contract users
- Monthly Staffing Reports
- Monthly Project Summary Reports
- Twice yearly Project Summary Presentations
- Monthly Contract Labor Reports
- Monthly Staffing Reports
- Turnover and Labor Rates

**ATTACHMENT B.3**  
**EVALUATION CRITERIA FOR FACTOR NO. 3 – COST CONTROL**

**Factor Weight:** 20%

**Factor Description:** Cost Control – management of the cost recovery process, management and administration accounts and overall contract costs

**Sub-factors to Consider:**

- Support to cost recovery process, including estimation of annual contract and non-contract costs, estimates for demand for labor, recommendations for rate setting, tracking of cost recovery, and recommendations for improved processes and/or resolution to problems
- Success in achieving full cost recovery
- Management of COTR established management and administration accounts
- Contractor achieves deliverables within established budgets
- Adherence to fiscal year budgets and proposed contract costs
- Contractor provides adequate and timely financial reporting to work order initiators
- Separation of costs among contract line items

**Evaluation Criteria:**

- Accuracy of process account estimates
- Effectiveness of methodologies
- Accuracy of process account tracking
- Effectiveness of recommendations for problem resolution
- Effectiveness in communications with COTR
- Effectiveness in managing COTR established management and administration accounts to improve overall contract performance
- Accuracy of cost estimates and reporting provided to work order initiators
- Effectiveness in managing to budget
- Accuracy of invoicing of contract line item costs.
- Cost estimates are accurate.

**Basis for Measuring Performance:**

- Contractor progress reports to COTR
- Cost Recovery Analysis
- Invoices

## **ATTACHMENT J.2 ELECTRONIC SUBMISSION REQUIREMENTS**

All documents that have been requested for submission in electronic format must meet the following requirements, in addition to any specifications stated in other sections of this contract:

- Compatible with Windows 98, Microsoft Office 2000 or Microsoft Office 2000 compatible electronic products (Microsoft Office 2000 products include Word 2000, PowerPoint 2000 and Excel 2000);
- Virus free

Electronic documents that do not satisfy the above will not be accepted. These specifications may be modified by the COTR during the performance of the contract.

**ATTACHMENT J.3 PROJECT SUMMARY REPORT**

The monthly Project Summary Report shall include the information shown below and be prepared using Microsoft Excel. On a monthly basis, the Contractor shall also prepare a summary sheet that summarizes level of effort (LOE) by DTS and by functional area. These reports may be modified by the COTR during the period of performance of the contract.

PPA	PPA TITLE	WPB	WORK ORDER #	DTS	LOE	FUNCTIONAL AREA	WORK ORDER INITIATOR	CONTRACT LEADER	STATUS



## **ATTACHMENT J.4 BILLING INSTRUCTIONS AND PROCEDURES FOR CONTRACTOR**

### **A. Voucher Submission**

The Contractor is responsible for the preparation and submission of reimbursement claims in accordance with the terms of the contract. Standard Form (SF) 1034, Public Voucher for Purchases and Services Other Than Personal, shall be used. SF-1035, the Continuation Sheet, or a similar substitute shall also be used. Reproductions are acceptable.

The Contractor shall submit an original and three copies of each voucher, continuation sheet and supporting documentation to the following address:

DOT/Volpe Center  
55 Broadway, Kendall Square  
Accounts Payable, DTS-823  
Cambridge, MA 02142-1093

The Contractor shall also submit one concurrence copy of the above to the CO and one concurrence copy to the COTR.

Vouchers may be submitted at the beginning of each calendar month for costs incurred during the previous month's user accountability period. Costs incurred earlier than the preceding month, but not previously billed, may be stated on the SF-1034/1035. Vouchers may be submitted once every month; other billing arrangements may at times be made subject to approval by the CO.

### **B. Preparation of Public Voucher, SF-1034**

Every voucher submitted for payment must contain the appropriate serial number, beginning with No. 1 and using consecutive numbers, to be placed in the block entitled "VOUCHER NO." The same voucher number must also be displayed on every page of the given voucher (all continuation sheets and supporting detail sheets). If the Contractor wishes to use its own number as well, it is to be placed in the block entitled "SCHEDULE NO." directly below the voucher number.

Every voucher submitted for payment must contain the date of preparation to be placed in the block entitled "DATE VOUCHER PREPARED."

Every voucher submitted for payment must contain the correct contract number and the commencement date of the contract to be placed in the block entitled "CONTRACT NUMBER AND DATE" (for example, DTRS57-02-C-00000, 10/01/2002). The contract number must also be displayed on every page of the given voucher (all continuation sheets and supporting detail sheets).

Every voucher submitted for payment must contain the payee's name and address, or the bank or organization to which payments have been assigned, to be placed in the block entitled "PAYEE'S NAME AND ADDRESS." (Reference FAR, Subpart 32.8)

Every voucher submitted for payment must show the beginning and ending month, day and year of delivery or service for costs claimed for reimbursement, to be placed in the block entitled “DATE OF DELIVERY OR SERVICE” (for example, October 1, 2002, to October 31, 2002).

**C. Continuation Sheets, SF-1035**

The first continuation sheet submitted shall be a high level summary of contract costs identified by major element of cost (for example, direct labor, indirect cost, other direct costs, G&A) and displayed in columns showing contract costs by contract year(s), total contract cumulative costs to date, and billing for the current period.

The next four to six plus continuation sheets submitted shall be a summary of each contract line item:

- if applicable, at least one sheet for costs related to Transition (CLIN 0001);
- at least one sheet for costs related to Contract Management and Administration (CLIN 0002);
- at least one sheet for costs related to Integrated Communications and Information Services (CLIN 0003), and
- at least one sheet for costs related to Production Services (CLIN 0004).

Each continuation sheet submitted shall be displayed in columns showing contract costs by contract year(s), total contract cumulative costs to date, and billing for the current period. A breakdown by major cost element, where applicable, shall also be provided as follows:

- Percentage of firm-fixed-price being billed on current voucher;
- Direct prime contractor labor hours and costs;
- Indirect cost on direct prime contractor labor (applicable rate for the current billing period must be displayed);
- Overhead cost on direct prime contractor labor (applicable rate for the current billing period must be displayed);
- Detailed listing on all Other Direct Costs (ODCs) being billed, categorized as either RFP Stipulated or Offeror-Estimated (specific supporting details for ODCs is requested in D below);
- Subcontractor labor hours and cost;
- General and Administrative (G&A) costs (applicable rate for the current billing period must be displayed);
- Award Fee (applicable period of performance must be displayed); and
- Any comments or notes to further explain costs.

**D. Supporting Detail Sheets**

Supporting detail sheets are required for all labor hours and costs being billed. The detail sheets shall contain a listing by labor category of hours and total dollars for the current billing period, contract year-to-date, and contract-to-date. In addition, all labor hours and costs must be displayed by individual company (prime and subcontractor). Totals on the detail sheets must match totals on the continuation sheets.

Supporting detail sheets are also required for all ODCs being billed. For example:

- All travel costs (local and non-local) being billed on the current voucher must contain supporting details including traveler's name, work order number to which travel is being charged, destination, description of costs (e.g., airfare, meals, lodging, telephone) and amount; and
- All other direct costs being billed on the current voucher must be broken down into the detailed categories established by the COTR after contract award.

**E. Adjustments**

Any adjustments in hours and/or costs that have been made to previously billed vouchers (e.g., costs withheld by the Government) that have an affect upon contract year-to-date and/or contract-to-date hours and/or costs must be shown in a separate column and properly reflected in all totals.

Any adjustments in hours and/or costs that have been made, or are being made with the current voucher, to prior contract years must be accurately and clearly displayed (e.g., use of applicable rate for period in which service was delivered), and detailed on a separate continuation sheet.

**F. Additional Instructions**

Additional instructions and procedures for billing may be provided by the CO after contract award.

## **ATTACHMENT J.5 WORK ORDER SYSTEM PROCEDURES**

### **A. SUPPORT UNDER THE INTEGRATED COMMUNICATIONS AND INFORMATION SERVICES CONTRACT**

#### **Introduction**

The Volpe Center has a portfolio of approximately 400 projects performed for sponsors that varies in number, scope, and substance over the course of any year. The Volpe Center's staffing strategy uses a combination of Federal and Contractor employees to meet the broad range and quantity of skills needed to support projects. The Integrated Communications and Information Services Contract provides a labor pool of professionals capable of providing technical support to all elements of the Volpe Center's programmatic requirements. The Contractor provides resources capable of performing the necessary functions in response to work assignments presented by a variety of Volpe Center work order initiators. Task scope, level of effort (LOE), and performance periods vary widely. The contract must be managed so that a multi-disciplinary workforce can be cross functionally utilized and be scaled up or down in accordance with changing project requirements.

### **B. WORK ORDER SYSTEM**

The Volpe Center monitors and tracks work performed under this contract through a work order system. All work performed must have a work order with appropriate authorizations and certifications. The User Accountability System (UAS) is the automated information system that supports the work order system.

#### **1. Initiation of Task**

Volpe Center contract users (work order initiators) will first contact with the Service Center indicating his/her need for support services. Based upon the work requirement, the work order imitator will meet immediately or shortly thereafter with a contact person. "Contact persons" are Contractor staff who are identified as primary point(s) of contact for Volpe Center contract users. These individuals are senior level management employees who are thoroughly familiar with the contract scope and special provisions so they can appropriately advise contract users on the full range of capabilities and functions available under the contract. (When necessary, the contact persons can seek the guidance and/or participation of the COTR.)

The contact person and work order initiator will meet to discuss the requirement and to develop a mutual understanding of the task to be performed, including the skills needed to support the task, schedules, budget, milestones, and other key issues. At this time, the initiator should provide all pertinent documentation and material to the Contractor, along with the proper funding information. A Task Work Order (TWO) is prepared by the Contractor and returned to the work order initiator for approval. For work orders with a value of \$10,000 or more, attached to the TWO will be a detailed task specification package including, but not limited to:

- a. Identification of a task leader from the Contractor's staff;
- b. Task definition (a detailed statement of the work to be done);
- c. Detailed budget of estimated costs to complete task;
- d. Project deliverables;
- e. Milestone objectives and schedules;
- f. Contract resource requirements and scheduling;
- g. Documentation and reporting requirements; and
- h. Completion date(s).

A minimum level of documentation is provided for each task upon completion. Due to the wide variety of customers served by the Volpe Center, there is no one set of guidelines that is specified to govern documentation. Specific task deliverables and schedules are delineated in the task specification. All deliverables are submitted to the work order initiator. Copies of writing/editing, graphics, and multimedia products are also maintained in a central archive where they are retrievable by Volpe Sponsor, work order initiator and organization, work order number, accounting funding sources, and subject-matter.

Once approvals are obtained, the completed form is forwarded to the Volpe Center Financial Management Division for certification and commitment of funds. The Work Order Number and associated information is then entered into the UAS to establish a record against which contract labor and other direct costs will be reported. All TWOs regardless of value must contain proper authorizations, be forwarded to the Financial Management Division for certification and commitment of funds, and be entered into UAS.

The Contractor shall ensure that all work performed and products/services delivered are in strict accordance with the specifications and budgets of the work order authorizing them. All work performed by the Contractor staff shall be in the form of approved work orders.

## **2. Support of Task**

For all work orders, once the task is underway, the Contractor task leader will maintain contact with the work order initiator to keep him/her aware of the progress and status of the task. For work orders valued at \$10,000 or more, the Contractor task leader will hold periodic meetings with the work order initiator and deliver written monthly status reports to the work order initiator and the COTR. Unless otherwise specified in the work order, these reports contain in narrative form the accomplishments of the time period involved along with the planned work for the following period, a description of any problem areas encountered, and a status of project activity and funding. When appropriate, the Contractor task leader will hold technical discussions with the initiator to review intermediate results and clarify any problems that may arise.

If during the support of a task, the task objectives and/or estimates change significantly, the Contractor must develop and submit for approval by the work order initiator the new task specification/ requirements. The procedures in such a case are the same as those set forth in the initiation of a new task.

## **ATTACHMENT J.6 USER ACCOUNTABILITY SYSTEM FORMATS AND REPORTS**

### **A. INTRODUCTION**

The User Accountability System (UAS) is an automated information system that supports the Integrated Communications and Information Services Contract. The objective of the system is:

1. To provide contract users/work order initiators with weekly reports reflecting (1) current (weekly, month-to-date, and year-to-date) task estimates (commitments), and (2) current utilization (obligations);
2. To provide the COTR with data essential to monitoring the contract;
3. To generate reports used by the Contractor's management staff to manage activity at the task level; and
4. To provide for automatic generation and input of charges into the Volpe Center's financial management system.

### **B. INPUT TO UAS**

The UAS is dependent upon two main sources of input: Work Order Forms and Contractor Labor Charges.

#### **1. Work Order Form**

The work order form, also known as the Task Work Order (TWO), is the source document for establishing a task under the contract. For every work request received, the Contractor is required to produce a work order form with appropriate supporting authorizations and certifications. This form is also used to revise, modify, or delete a task once it has been established. The controlling element is the work order number. The Financial Management Division also uses this form as the official document for commitment of program funds once the appropriate approvals have been obtained. The information from these forms is entered into the UAS to create or update a work order record. The work order initiator and the Contractor task leader determine the detailed specifications and descriptions of the task.

#### **2. Contractor Labor Charges**

Each week, the Contractor provides the Resource Planning and Management Analysis Division, DTS-25, with a breakdown of hours used in support of each task. This information is entered into the UAS whereby the time and cost figures are updated for each task according to a pre-established rate structure.

### **C. RESPONSIBILITY**

The UAS is run weekly. It is the Contractor's responsibility to provide the UAS System Manager with a labor file on a timely basis. This run (which takes place on Wednesday of each week) will process labor and other direct costs, if any. During the run, files and reports are produced for the Financial Management Division to update the Volpe Center's financial management systems. These files and reports must be turned over to the Volpe Center's Financial Management Division on Thursday of each week.

**D. OUTPUT**

The UAS provides reports on a weekly basis. As a rule, weekly closings are on Wednesday of each week and monthly closings are as of the last Saturday of each month. Closings generate the only official UAS reports and data.

**E. USER ACCOUNTABILITY SYSTEM (UAS) REPORTS**

There are multiple reports generated by UAS for the administration and monitoring of the operation/performance of the contract. The distribution of these reports varies with requirements. The reports are designed to satisfy the specific needs of functional areas and to provide current technical and financial information to Volpe Center manager, work order initiators, and the COTR.

**ATTACHMENT J.7 INDIRECT RATE CEILINGS**

Indirect cost rate ceilings limit the amount of indirect expenses reimbursable under the contract to the lower of the final, actual, indirect rate or the ceiling rate. For those contract line items (CLINs) that are not firm-fixed-price, the resultant contract shall include ceilings that limit the recovery of indirect costs, by contract year. Indirect costs that exceed ceiling rates shall not be recoverable under this or any other Government contract. Each indirect cost rate will have its own ceiling rate.

The indirect rate ceilings for this contract are shown in the table below.\* All cost reimbursement subcontracts in excess of \$1,000,000 shall contain this same indirect rate ceilings clause.

<b>Indirect Rate</b>	<b>Allocation Base</b>	<b>Base Period CY 1</b>	<b>Base Period CY 2</b>	<b>Option 1 CY 3</b>	<b>Option 2 CY 4</b>	<b>Option 3 CY 5</b>
Fringe Benefits						
Field Overhead						
G & A						
Other:						
Other:						
Other:						

**\* To be completed at time of award.**



**ATTACHMENT J.8 U.S. DEPARTMENT OF LABOR WAGE  
DETERMINATIONS NO. 1994-2256, REV. 15**

94-2256 MA, BOSTON 07/03/01  
[Wage Determination No.: 1994-2256  
William W. Gross Division of | Revision No.: 15  
Director Wage Determinations| Date Of Last Revision: 06/26/2001

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Applicable in the state of Massachusetts in the areas listed below:

BRISTOL COUNTY: Mansfield, Norton, Raynham

ESSEX COUNTY: Lynn, Lynnfield, Nahant, Saugus

MIDDLESEX COUNTY: Entire County

NORFOLK COUNTY: Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxborough, Franklin, Holbrook, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood, Weymouth, Wrentham

PLYMOUTH COUNTY: Carver, Duxbury, Hanover, Hanson, Hingham, Hull, Kingston, Lakeville, Marshfield, Middleborough, Norwell, Pembroke, Plymouth, Plympton, Rockland, Scituate

SUFFOLK COUNTY: Entire County

WORCESTER COUNTY: Berlin, Bolton, Harvard, Hopedale, Lancaster, Mendon, Milford, Southborough, Upton

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	11.44
Accounting Clerk II	12.48
Accounting Clerk III	13.58
Accounting Clerk IV	16.61
Court Reporter	14.72
Dispatcher, Motor Vehicle	14.72
Document Preparation Clerk	12.96
Duplicating Machine Operator	12.96
Film/Tape Librarian	13.27
General Clerk I	9.74
General Clerk II	10.94
General Clerk III	12.96
General Clerk IV	15.03

Housing Referral Assistant	16.36
Key Entry Operator I	11.75
Key Entry Operator II	14.38
Messenger (Courier)	9.74
Order Clerk I	10.51
Order Clerk II	12.59
Personnel Assistant (Employment) I	12.41
Personnel Assistant (Employment) II	13.94
Personnel Assistant (Employment) III	15.21
Personnel Assistant (Employment) IV	18.04
Production Control Clerk	16.43
Rental Clerk	13.42
Scheduler, Maintenance	14.07
Secretary I	14.07
Secretary II	14.72
Secretary III	16.36
Secretary IV	18.80
Secretary V	24.88
Service Order Dispatcher	13.27
Stenographer I	10.86
Stenographer II	13.27
Supply Technician	18.80
Survey Worker (Interviewer)	14.72
Switchboard Operator-Receptionist	12.23
Test Examiner	14.72
Test Proctor	14.72
Travel Clerk I	10.99
Travel Clerk II	11.89
Travel Clerk III	12.81
Word Processor I	13.78
Word Processor II	15.03
Word Processor III	17.78
Automatic Data Processing Occupations	
Computer Data Librarian	12.59
Computer Operator I	12.94
Computer Operator II	14.47
Computer Operator III	17.55
Computer Operator IV	22.08
Computer Operator V	24.72
Computer Programmer I (1)	17.35
Computer Programmer II (1)	19.80
Computer Programmer III (1)	23.51
Computer Programmer IV (1)	27.63
Computer Systems Analyst I (1)	25.18
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.63
Peripheral Equipment Operator	12.94
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	18.72
Automotive Glass Installer	17.82

Automotive Worker	16.24
Electrician, Automotive	17.02
Mobile Equipment Servicer	14.72
Motor Equipment Metal Mechanic	17.75
Motor Equipment Metal Worker	16.24
Motor Vehicle Mechanic	17.31
Motor Vehicle Mechanic Helper	13.91
Motor Vehicle Upholstery Worker	15.45
Motor Vehicle Wrecker	16.24
Painter, Automotive	17.02
Radiator Repair Specialist	16.24
Tire Repairer	14.22
Transmission Repair Specialist	17.75
Food Preparation and Service Occupations	
Baker	13.05
Cook I	11.80
Cook II	13.01
Dishwasher	9.22
Food Service Worker	9.22
Meat Cutter	13.38
Waiter/Waitress	9.79
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	17.02
Furniture Handler	13.14
Furniture Refinisher	17.02
Furniture Refinisher Helper	13.91
Furniture Repairer, Minor	15.45
Upholsterer	17.02
General Services and Support Occupations	
Cleaner, Vehicles	9.36
Elevator Operator	10.60
Gardener	13.57
House Keeping Aid I	8.66
House Keeping Aid II	10.60
Janitor	10.60
Laborer, Grounds Maintenance	11.26
Maid or Houseman	11.80
Pest Controller	12.38
Refuse Collector	10.60
Tractor Operator	12.81
Window Cleaner	11.39
Health Occupations	
Dental Assistant	13.04
Emergency Medical Technician (EMT)/Paramedic/	
Ambulance Driver	12.60
Licensed Practical Nurse I	13.90
Licensed Practical Nurse II	15.60
Licensed Practical Nurse III	17.45
Medical Assistant	11.65
Medical Laboratory Technician	11.65

Medical Record Clerk	11.65
Medical Record Technician	14.04
Nursing Assistant I	8.29
Nursing Assistant II	9.32
Nursing Assistant III	9.80
Nursing Assistant IV	11.41
Pharmacy Technician	12.64
Phlebotomist	10.13
Registered Nurse I	19.14
Registered Nurse II	22.79
Registered Nurse II, Specialist	22.79
Registered Nurse III	27.57
Registered Nurse III, Anesthetist	27.57
Registered Nurse IV	33.05
Information and Arts Occupations	
Audiovisual Librarian	19.61
Exhibits Specialist I	18.47
Exhibits Specialist II	23.47
Exhibits Specialist III	28.71
Illustrator I	17.87
Illustrator II	22.71
Illustrator III	27.77
Librarian	24.99
Library Technician	14.72
Photographer I	13.28
Photographer II	17.40
Photographer III	22.11
Photographer IV	27.04
Photographer V	32.71
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.76
Counter Attendant	7.76
Dry Cleaner	10.07
Finisher, Flatwork, Machine	7.76
Presser, Hand	7.76
Presser, Machine, Drycleaning	7.76
Presser, Machine, Shirts	7.76
Presser, Machine, Wearing Apparel, Laundry	7.76
Sewing Machine Operator	10.65
Tailor	11.68
Washer, Machine	8.63
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	17.22
Tool and Die Maker	20.35
Material Handling and Packing Occupations	
Forklift Operator	13.52
Fuel Distribution System Operator	14.72
Material Coordinator	15.34
Material Expediter	15.34
Material Handling Laborer	11.65

Order Filler	12.48
Production Line Worker (Food Processing)	13.52
Shipping Packer	13.90
Shipping/Receiving Clerk	13.90
Stock Clerk (Shelf Stocker; Store Worker II)	12.54
Store Worker I	10.58
Tools and Parts Attendant	13.52
Warehouse Specialist	12.96
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	17.75
Aircraft Mechanic Helper	13.91
Aircraft Quality Control Inspector	18.42
Aircraft Servicer	15.45
Aircraft Worker	16.24
Appliance Mechanic	17.33
Bicycle Repairer	14.22
Cable Splicer	20.41
Carpenter, Maintenance	19.57
Carpet Layer	18.68
Electrician, Maintenance	21.47
Electronics Technician, Maintenance I	13.39
Electronics Technician, Maintenance II	18.53
Electronics Technician, Maintenance III	20.67
Fabric Worker	15.45
Fire Alarm System Mechanic	17.75
Fire Extinguisher Repairer	14.72
Fuel Distribution System Mechanic	17.75
General Maintenance Worker	16.24
Heating, Refrigeration and Air Conditioning Mechanic	19.75
Heavy Equipment Mechanic	18.73
Heavy Equipment Operator	20.82
Instrument Mechanic	20.41
Laborer	12.51
Locksmith	17.02
Machinery Maintenance Mechanic	20.06
Machinist, Maintenance	20.00
Maintenance Trades Helper	13.91
Millwright	17.75
Office Appliance Repairer	17.33
Painter, Aircraft	17.19
Painter, Maintenance	17.02
Pipefitter, Maintenance	20.29
Plumber, Maintenance	19.57
Pneudraulic Systems Mechanic	17.75
Rigger	17.75
Scale Mechanic	16.24
Sheet-Metal Worker, Maintenance	19.72
Small Engine Mechanic	16.24
Telecommunication Mechanic I	19.72
Telecommunication Mechanic II	21.18

Telephone Lineman	19.72
Welder, Combination, Maintenance	17.75
Well Driller	17.75
Woodcraft Worker	17.75
Woodworker	15.31
Miscellaneous Occupations	
Animal Caretaker	10.48
Carnival Equipment Operator	11.14
Carnival Equipment Repairer	11.80
Carnival Worker	9.22
Cashier	11.25
Desk Clerk	13.70
Embalmer	17.18
Lifeguard	12.23
Mortician	19.76
Park Attendant (Aide)	15.30
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	12.66
Recreation Specialist	19.09
Recycling Worker	12.81
Sales Clerk	12.23
School Crossing Guard (Crosswalk Attendant)	9.22
Sport Official	12.23
Survey Party Chief (Chief of Party)	18.10
Surveying Aide	11.98
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.45
Swimming Pool Operator	13.01
Vending Machine Attendant	11.14
Vending Machine Repairer	13.01
Vending Machine Repairer Helper	11.14
Personal Needs Occupations	
Child Care Attendant	11.94
Child Care Center Clerk	13.30
Chore Aid	11.80
Homemaker	19.09
Plant and System Operation Occupations	
Boiler Tender	18.09
Sewage Plant Operator	17.02
Stationary Engineer	18.09
Ventilation Equipment Tender	13.91
Water Treatment Plant Operator	17.02
Protective Service Occupations	
Alarm Monitor	14.13
Corrections Officer	19.04
Court Security Officer	19.04
Detention Officer	19.04
Firefighter	18.42
Guard I	9.05
Guard II	14.24
Police Officer	22.29

Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.97
Hatch Tender	16.97
Line Handler	16.97
Stevedore I	16.32
Stevedore II	18.24
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.11
Air Traffic Control Specialist, Station (2)	19.38
Air Traffic Control Specialist, Terminal (2)	21.35
Archeological Technician I	17.51
Archeological Technician II	19.60
Archeological Technician III	24.26
Cartographic Technician	21.90
Civil Engineering Technician	21.30
Computer Based Training (CBT) Specialist/ Instructor	22.61
Drafter I	12.68
Drafter II	14.57
Drafter III	19.09
Drafter IV	24.26
Engineering Technician I	12.98
Engineering Technician II	14.58
Engineering Technician III	17.59
Engineering Technician IV	20.80
Engineering Technician V	23.51
Engineering Technician VI	23.90
Environmental Technician	21.48
Flight Simulator/Instructor (Pilot)	27.36
Graphic Artist	21.99
Instructor	21.99
Laboratory Technician	17.06
Mathematical Technician	19.04
Paralegal/Legal Assistant I	14.80
Paralegal/Legal Assistant II	18.72
Paralegal/Legal Assistant III	22.74
Paralegal/Legal Assistant IV	27.51
Photooptics Technician	19.76
Technical Writer	26.96
Unexploded (UXO) Safety Escort	17.87
Unexploded (UXO) Sweep Personnel	17.87
Unexploded Ordnance (UXO) Technician I	17.87
Unexploded Ordnance (UXO) Technician II	21.62
Unexploded Ordnance (UXO) Technician III	25.91
Weather Observer, Combined Upper Air and Surface Programs (3)	19.43
Weather Observer, Senior (3)	21.57
Weather Observer, Upper Air (3)	19.43
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	15.89
Parking and Lot Attendant	9.98

Shuttle Bus Driver	13.83
Taxi Driver	12.03
Truckdriver, Heavy Truck	18.24
Truckdriver, Light Truck	13.83
Truckdriver, Medium Truck	17.18
Truckdriver, Tractor-Trailer	19.04

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive



ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE**  
**{Standard Form 1444 (SF 1444)}**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**ATTACHMENT J.9 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY**

TO BE PROVIDED BY AMENDMENT

**ATTACHMENT J.10 ESTIMATED ANNUAL VOLUMES****CLIN 0003 - INTEGRATED COMMUNICATIONS AND INFORMATION SERVICES**

<b>FUNCTION</b>	<b>CATEGORY/ DESCRIPTION</b>	<b>JOBS/ PROJECTS</b>
<b>WRITING</b>		
	Annual Reports	2
	Newsletters	14
	Journals	2
	Brochures	8
	Presentation	2
	Proceedings	2
	Web Writing	2
<b>EDITING</b>		
	Technical Reports	65
	Annual Reports	8
	Newsletters	6
	Journals	2
	Brochures	8
	Presentations	1
	Proceedings	2
	PDF conversions	75-85
	Translations	2
	Web Page Writing	2
	Bibliography	1

<b>FUNCTION</b>	<b>CATEGORY/ DESCRIPTION</b>	<b>JOBS/ PROJECTS</b>
<b>GRAPHICS</b>		
	Exhibits	14
	Technical Reports	28
	Publications	10
	Brochures	16
	Posters	6
	Marketing Materials	3
	Conference Support	1
	Web Redesign and Revisions	2
	Awards Ceremony Support	1

<b>FUNCTION</b>	<b>DESCRIPTION OF SERVICE</b>	<b>JOBS/ PROJECTS</b>
<b>MULTIMEDIA</b>		
	Videoconferences	17
	Videotaping	54
	Video Production	6
	Video Duplication	6
	Photography	26
	Photographic Printing	1
	Presentation Preparation	4
	Presentation Support	34
	Consultation	2
	DVD Production	1

<b>FUNCTION</b>	<b>NUMBER OF ATTENDEES</b>	<b>QUANTITY</b>	<b>VOLPE CENTER/ OFF SITE</b>
<b>CONFERENCES</b>			
	10-25	17	Volpe Center
	26-40	1	Volpe Center
	41-70	8	Volpe Center
	71-100	1	On Site
	71-100	3	Off Site
	101-150	2	Off Site
	201-250	4	Off Site

CLIN 0004 - PRODUCTION SERVICES

<b>FUNCTION</b>	<b>CATEGORY/ DESCRIPTION</b>	<b>ANNUALLY</b>		<b>HIGH MONTH</b>
<b>PRODUCTION</b>		<b>PAGES</b>	<b>IMPRESSIONS</b>	<b>IMPRESSIONS</b>
	Black and White (in house) <i>Copying</i>	140,000	2.7 million	376,000
	Color (in house) <i>Printing</i>	3,400	15,600	
	GPO * <i>Printing</i>	600	1 million	500,000

\* Cost of GPO printing is borne by the Government